

# The Solicitors' Journal.

LONDON, DECEMBER 23, 1882.

## CURRENT TOPICS.

**WE HAVE REASON** to believe that it is not the intention of Sir R. J. PHILLIMORE to retire from the bench at the end of the present year.

**MR. JUSTICE NORTH** and Mr. Justice DAY will be the Christmas Vacation Judges, and the latter will attend at Judges' Chambers, Royal Courts of Justice, on Friday, December 22, Thursday, December 28, and Friday, December 29; while Mr. Justice NORTH will be in attendance there on Tuesday, January 2, Wednesday, January 3, Thursday, January 4, and Friday, January 5.

**IT HAS BEEN OFFICIALLY** announced that the transfer of causes from Mr. Justice KAY to Mr. Justice PEARSON for all purposes during the absence of the former learned judge on circuit (which we anticipated last week) will be made during the Christmas Vacation. We understand that in dealing with the transferred business Mr. Justice PEARSON will take motions on Thursdays, petitions on Fridays, and short causes and adjourned summonses on Saturdays. The question of how Mr. Justice PEARSON's own list is to be disposed of remains to be decided when it is ascertained whether the assistance of a judge of the Queen's Bench Division can be obtained for this purpose.

**AS WE PREDICTED** not very long ago, more than one local authority, fearing the responsibilities and expenses of electric lighting, has withdrawn its application for a "provisional order" under the Electric Lighting Act. If these cases of withdrawal are cases where the applicants had applied for powers to supply electric light to the whole of the area within their jurisdiction, a very wise course has been taken. But it is material to point out that it is not obligatory upon a local authority, or even upon a company, to apply for or take powers having so wide a scope. On the contrary, there seems to be no limit to the smallness of the area within which the powers of the Act may be exercised, and the local authority may supply the light to one part of a town, and a company to the rest of the town, or the rest of the town may be apportioned to as many companies as the Board of Trade please, or be left unsupplied with the electric light. The words of the Act (section 4) are that "the Board of Trade may, from time to time, by provisional order, authorize any local authority, company, or person to supply electricity for any public or private purpose, *within any area*"; and all that the Board of Trade Regulations require under this head is (rule 4 of October, 1882) that the draft application must contain, amongst other things, "a description of the proposed area of supply." When the area is allotted and the order granted, the severe provisions of the Act as to compulsory supply and so forth may (or may not if the Board of Trade so please) be brought into force, and it is natural to expect that these provisions would be put in force in proportion to the size of the area. But it is obvious that an experiment could be better tried with a small and much-frequented area than a large one, and that such an area would, in many cases, need the light more than all the other streets of a town. We doubt whether withdrawing applicants would have power to recall their withdrawal, but, if they should be unable to do so, perhaps recourse may be had to that provision of the Public Health Act, 1875 (section 161) which enables an urban authority to contract with any person for the supply of "gas or other means of lighting" the streets—

which "other means" must include the electric light—and so the local authority may be enabled to dispense with Board of Trade licences or provisional orders altogether.

**SWEEPING ACCUSATIONS** founded upon a slight basis of fact are not uncommon among persons unaccustomed to weigh evidence. We remember an irate litigant who, having failed to obtain an injunction which he and his legal advisers thought ought to have been granted, went about denouncing the Court of Chancery as a den of injustice, incompetence, and ignorance. Accusations of this kind do not very well become the judgment seat, and we cannot help regretting that the industrious gentlemen who report for the daily papers should have thought fit to record, for the benefit of the public, an observation which recently fell from Mr. Justice KAY. Possibly, in a moment of indignation at some circumstance disclosed in the course of proceedings in his court, he is reported to have said that "one of the greatest blots on our system of jurisprudence is the delay caused in administration actions by the gross negligence or incompetence of solicitors. It is shocking to contemplate." That delays occur in winding up estates in chancery is, of course, undeniable. Inasmuch as testators cannot be prevented from making foolish and obscure wills, such delays are not unknown in the administration of estates outside the court. So far, however, as they are peculiar to administration by the court they may be due either to the procedure prescribed, or to the inadequacy of the machinery provided, or to the negligence or incompetence of solicitors. No one who knows anything of the subject will maintain that the procedure is perfect, and certainly no one who has had experience of the difficulty in getting early appointments will contend that the staff of the court is adequate to the work. It is, therefore, at all events, unjust to ascribe the delay in administration actions exclusively to the solicitor. But what ground is there for ascribing any considerable portion of the delay to this cause? We know nothing of the case before Mr. Justice KAY, but we will take the instance with which "A Firm of Country Solicitors" have supplied the readers of the *Standard* as an instance of "a very real grievance" under this head. It appears that a tenant for life under a will died on the 24th of October, 1877. "After several months had passed," the country solicitors wrote, on behalf of one of the persons entitled, to the solicitors to the estate asking for a settlement. Further correspondence ensued, "and, finally, after we had used every expedient for bringing about a settlement, we were told that certain legal difficulties made it necessary to seek the aid of the court," and an administration action was commenced. Now begins the story of the "negligence and incompetence of solicitors" delaying the progress of an administration action. Unfortunately, it is not stated when the action was commenced, but we shall probably be safe in saying that it would not be commenced much before the Long Vacation of 1878. Three months of inaction would necessarily follow, for which surely the solicitors were not responsible; but it appears that the property was sold by auction in June, 1879—i.e., we suppose, practically within about eight legal working months after the commencement of the action. As regards the subsequent delay in distributing the funds, it is stated that one of the purchasers refused to complete, and that an action had to be brought against him for specific performance. How the solicitors to the estate could obtain the distribution of the proceeds before all the purchases had been completed is not stated, and nothing is said about the crowded state of the lists of the judges of the Chancery Division impeding the decision of the action for specific performance. This is a sample of the stories which are told to the discredit of solicitors. There are, of course, and always will be, differences in solicitors' offices, just as in the chambers or

offices of other professional men, as to the rapidity and vigilance displayed in the conduct of business, but we protest against the charge that solicitors in general are negligent in the conduct of administration actions. The alleged negligence and incompetence of solicitors, must, in most cases, mean the negligence and incompetence of their managing clerks, and as to this we may be permitted to set against the remarks of Mr. Justice KAY the observations made by Lord CAIRNS in 1879 : "I know that when I was at the bar nothing struck me more than the knowledge, the intelligence, the zeal, the activity, and, at the same time, the honourable and straightforward dealing of those who came into contact with me, as the clerks of the solicitors by whom I was retained," and the remarks of Mr. Justice CHITRY a few months ago at the dinner of the United Law Clerks' Society. He said : "The members of the bench see a great deal of the managing clerks, and I can say that they perform their work admirably. They have very serious duties to perform. They appear to me to know their practice well."

IN AN INTERPLEADER ACTION recently decided in the St. Columb County Court (Cornwall), *Lee & Co. v. McMahon; Hawke and another, claimants*, the following point came up :—On the 8th of August last an execution was levied upon the debtor's goods for £29. On the 10th of August the bailiff was paid out by a cheque, and the drawers of the cheque took a bill of sale of the debtor's goods, the consideration being the amount advanced to pay out the execution. Subsequently, Messrs. Lee & Co. levied upon the debtor's goods, and were met by the bill of sale. It was admitted by the bill of sale holders that they advanced the money on the bill of sale in order to protect the debtor (a doctor), and to enable him to go on with his practice. Relying mainly upon this admission of the claimants, the plaintiffs contended, on the authority of *Graham and another v. Furber* (27 L. J. C. P. 51), that the bill was void under 13 Eliz. c. 5, as delaying the other creditors of the debtor. In *Graham v. Furber* the sheriff took possession of the debtor's goods under five writs of execution, and the debtor applied to the defendant, an auctioneer appointed by the sheriff to sell the goods, to purchase them of him. The defendant's clerk valued the goods, and the defendant paid to the sheriff the amount of the valuation, which just satisfied the five executions, and the sheriff thereupon executed a bill of sale to the defendant. (Under *Marsden v. Meadows*, L. R. 7 Q. B. D. 80, such a document would not require registration.) There was also an agreement between the defendant and the debtor, by which the defendant undertook to resell the goods to the debtor. The defendant was aware that the debtor was at the time indebted to other creditors. CRESWELL, J., left it to the jury, that if the bill was executed for the purpose of protecting the debtor against the claims of other creditors, it would be fraudulent and void, and the jury having found in the affirmative, the bill was set aside. In this case it will be observed that the goods were valued exactly at the amount necessary to cover the five executions, while in the recent case of *Lee v. McMahon* the bill of sale was given to secure the sum of £29 advanced, and further advances up to £50. Presumably, therefore, the chattels comprised in it were worth more than the sum advanced. The county court judge, however, held that the advance fully covered the value of the goods, and distinguished the case from *Graham v. Furber*, on the ground that in the latter case there was nothing to show that the valuation was not considerably below the true value of the goods, and, therefore, a real delaying of creditors. If this is the correct interpretation of the decision in *Graham v. Furber*, it is clear that execution creditors who would seek to upset a bill on the ground that the consideration for it has been determined simply by the amount of some previous execution which it has been necessary to pay out, must look carefully also to the further question—viz., whether the amount so paid was the fair equivalent of the value of the goods.

OUR OBSERVATIONS last week on the case of *Bishop Auckland Local Board v. Bishop Auckland Iron Company* were founded upon the report of the case in the *Times*, which represented the

two learned judges (FIELD and STEPHEN, JJ.), as differing in opinion. We have since learnt that, although this was at first the case, Mr. Justice FIELD subsequently, upon his attention being called to a case—it is believed that of *Banbury Union Sanitary Authority v. Page* (L. R. 8 Q. B. D. 97), withdrew the judgment he had delivered, so that the decision of the court, in fact, was unanimous that a nuisance, to be within section 114 of the Public Health Act, 1875, need not be injurious to health. We are glad to learn that this is so, being of opinion that the strict construction of the section would have been a wrong one. But the *Banbury case* was decided on section 47 of the Act, which inflicts a penalty "on any person who, in any urban district, keeps any swine or pigsty in any dwelling-house, or so as to be a nuisance to any person," and the words "On injurious to health" do not occur in that section, as they do in section 91 (upon a section corresponding to which *Great Western Railway Company v. Bishop* (L. R. 7 Q. B. 550) was decided) and in section 114, upon which *Malton Local Board v. Malton Manure Company* (L. R. 4 Ex. D. 302) was decided, as well as the *Bishop Auckland case*. Sections 91 and 114 seem to resemble one another far more nearly than section 47 resembles either. But will it follow from the authority of the *Bishop Auckland case* that *Great Western Railway Company v. Bishop* is to be rejected as an authority in construing section 91? On the whole, we think that it will, for *Great Western Railway Company v. Bishop* is distinguishable, as being decided upon a statute (the Nuisances Removal Act) of narrower scope than the Public Health Act.

IN THE RECENT CASE of *Lamb v. Munster* (31 W. R. 117) the Queen's Bench Division had once more to consider the question, What is a justification for refusing to answer interrogatories having a criminative tendency? In an action for a false and malicious libel the plaintiff had administered interrogatories as to the publication by the defendant of the alleged libel, and the defendant had, in his first answer, objected to answer all the interrogatories, on the ground that his answers thereto "might" tend to criminate him. By the plaintiff's counsel it was urged that the defendant's objection was too vague, and that he was bound either to allege positively that the answers *would* have a criminative tendency, or to state that he "is advised" or "believes" that they will do so; while, on the other side, it was pointed out that such an answer would amount to the crimination of the defendant. The court refused to order any further answer to the interrogatories. Mr. Justice FIELD pointed out that an affirmative answer would necessarily render the defendant subject to an indictment for libel, and he expressed an opinion that the interrogatories were objectionable, and that *Fisher v. Owen* (28 W. R. 581, L. R. 8 Ch. D. 645) had gone too far. Mr. Justice STEPHEN applied the test established in *R. v. Boyes* (9 W. R. 690, 1 B. & S. 311; which case was recently approved by the Court of Appeal in *Ex parte Reynolds*, 30 W. R. 651)—namely, whether there is reasonable ground for apprehending that the answer will place the witness in peril of a prosecution—and he held that, in the present case, such a contingency must follow from the defendant's admission of the publication. The court accordingly disregarded the distinction between the words "might" and "will" in the defendant's answers to the interrogatories.

ONE OF THE Consolidated County Court Orders and Rules, 1875 (ord. 37, r. 53), provides that:—"No practice shall prevail in any court except as provided by these rules, nor shall any matter be added to or taken from any form in the schedule whereby any obligation shall be imposed upon any suitor to whom he is not liable under statute or these rules." Now the provisions of the rules as to evidence appear to be the following:—Ord. 14, r. 3, provides that, "Except where otherwise provided by these rules, the evidence of witnesses shall be taken *viva voce* on oath according to the former practice on the trial of plaints. Where by these rules evidence is required or permitted to be taken by affidavit, such evidence may be taken *viva voce* on oath if the judge or registrar shall, at the hearing of any application or otherwise, so direct." Rule 6 of the same order provides for the notice

which to be given where it is desired to use an affidavit. It appears from a case which we report elsewhere that Mr. ARUNDEL ROGERS, the Hereford County Court judge, adjourned the hearing of a foreclosure action in his court on the ground that there was no affidavit of the facts. To use the words ascribed to him, "he made an order long ago that in equity matters" he must have an affidavit of the facts; and he is reported to have added, "I follow the Court of Chancery." But the "Court of Chancery" does not appear to be a very safe guide as to equity practice in the county courts, so long as rule 53 of order 37 remains in force. We say nothing as to the advantages or disadvantages of the "order" Mr. ROGERS says he has made, but it would certainly be interesting to know by virtue of what power his "order" has been made.

## CONVEYANCES ON TRUST FOR SALE UNDER THE SETTLED LAND ACT.

It was, perhaps, not possible for a measure of such wide scope as the Settled Land Act to escape without any flaws and hitches in its construction; and this Act, though less conspicuously than some other important measures of recent date, has to some extent courted ambiguity and obscurity by its use of a slipshod kind of language which is more familiar, and better suited, to auctioneers than to lawyers. The point which we are about to notice is of a more serious complexion. We do not profess to know whether it is due to an oversight; but it seems to be of sufficient practical importance to demand the immediate attention of all conveyancers.

When lands are conveyed to trustees upon trust to sell, it has hitherto been thought to be a matter of great importance that the title to the land should be kept free from the trusts of the sale moneys. This has been usually accomplished by declaring these last-mentioned trusts in a separate deed from the conveyance to the trustees, taking care that the power of the trustees to give a discharge for the purchase-money shall be so clear as to preclude all right on the part of a purchaser from them to call for the deed by which the subsequent trusts are declared. It seems as though, under the provisions of the Settled Land Act, this will, at all events in many cases, be no longer possible to be done.

Section 63, sub-section (1), of the Act enacts that that any land, or any estate or interest in land, which, under any instrument or instruments, whether made before or after, or partly before and partly after, the commencement of the Act, is subject to a trust or direction for sale of that land, &c., and for the application or disposal of the money to arise from the sale, or the income of that money, or the income of the land until sale, or any part of that money or income, for the benefit of any person for life, or any other limited period, or for the benefit of two or more persons concurrently for any limited period, shall be deemed to be settled land, and the instrument or instruments under which the trust arises shall be deemed to be a settlement; and the person for the time being beneficially entitled to the income of the land, &c., shall be deemed to be tenant for life thereof.

Section 56, sub-section (2), enacts that, notwithstanding anything in the settlement, the consent of the tenant for life shall, by virtue of this Act, be necessary to the exercise by the trustees of the settlement or other person of any power conferred by the settlement exercisable for any purpose provided for in this Act.

We suppose we may assume that a trust for sale is generally a power exercisable "for a purpose provided for in the Act." And in that case, since the separate deed declaring the trusts of the purchase-money might, and very probably would, contain a trust of the income of the invested purchase-moneys, and of the income of the land until a sale, in favour of some person or persons for life, such person or persons would be or constitute a tenant for life, under the Act, of the land proposed to be sold; and the consent of each of them seems therefore to be necessary to the exercise of the trust for sale by the trustees.

It seems to follow that the purchaser will, under the circumstances above contemplated, have the right to call for the trusts of the purchase-money as being an essential part of his title; and

that this right is one which he could, under no circumstances, be advised to forego; unless under such circumstances as would induce him to dispense altogether with any investigation of the title.

It is important to notice that this very thorough-going enactment applies to conveyances on trust for sale made before the commencement of the Act; and that it by this means at one stroke sweeps away, like cobwebs, the labours of all conveyancers who have striven to keep the trusts of the purchase-money off the title to their clients' lands.

We ought also, in justice, to remark that section 63, to which the whole of the mischief (if we are to regard the above-mentioned consequences as mischievous) is due, did not appear in the original draft of the Bill, but seems to owe its existence to the unprompted wisdom of Parliament.

## MERGER OF SECURITIES.

It has always been held to be a necessary condition for merger of a security that the remedy given by the higher security shall be co-extensive with that given by the inferior security. As Lord Ellenborough put it in *Drake v. Mitchell* (3 East, at p. 258), "the principle of *transit in rem judicatum* relates only to the particular cause of action in which the judgment is recovered operating as a change of remedy, from its being of a higher nature than before." This condition appears to have been a good deal lost sight of recently. In a standard text-book we find it broadly stated that "where a debenture carrying six per cent. is merged in a judgment which carries only four per cent., the creditor cannot claim more than the latter rate"; the authority given for this proposition being *European Central Railway Company* (25 W. R. 92, L. R. 4 Ch. D. 33). The statement is correct as regards debentures which only provide for the payment of interest until the date fixed for repayment, provided the judgment is for all the principal and interest provided for by the debenture. But if it is understood in its general and literal sense it is incorrect. It only needs a reference to the facts of the case to show that no such unqualified doctrine was laid down. A company had granted debentures whereby they bound themselves, their successors and assigns, to pay to H. the sum of £1,000, together with interest for the same at the rate of six per cent. per annum, the principal sum to be paid one year after the date of issue, and interest to be payable in the meantime half-yearly at the several dates expressed in the interest warrants thereunto annexed, until the repayment thereof. The court held that the words, "until the repayment thereof," meant until the day fixed for repayment thereof. In other words, there was no covenant to pay interest after the date fixed for repayment. Shortly after that date a debenture holder recovered judgment on his debenture for the principal debt, and interest up to the date fixed for repayment. He was admitted to prove in the winding up of the company for the judgment debt and interest at four per cent. He claimed to prove for an additional two per cent. on the amount of the debenture from the date of the judgment. The court held that the judgment debt was the sole debt due from the company to the debenture holder. Lord Justice Baggallay said (L. R. 4 Ch. D., at p. 38), "The original debt is gone; *transit in rem judicatum*, a fresh debt is created with different consequences. The judgment is now the charge."

In the recent case of *Popple v. Sylvester* (31 W. R. 116), it was attempted to apply the doctrine of merger of securities, as laid down in the above-mentioned case, to a case where a mortgagee under a mortgage containing, not only a covenant to pay interest at seven per cent. until the date fixed for repayment, but also a covenant, so long as the principal sum should be due on the mortgage, to pay interest at that rate. It was contended that both the principal sum and also all interest due after the date fixed for repayment were merged in the judgment. But Mr. Justice Fry held that, although the effect of the judgment was to extinguish the covenant to pay the principal on the day named for repayment thereof, it did not put an end to the charge so far as it secured the payment of interest at seven per cent. in case the principal sum should not be paid on the day fixed for repayment.

## THE JUDICIAL STATISTICS.

### DIVORCE COURT.

THERE were 626 petitions filed in the Court for Divorce and Matrimonial Causes in the year ending the 31st of October, 1881, as against 672 in the previous year; of these 626 petitions filed 17 were for nullity of marriage, 470 for dissolution, and 119 for separation, and 11 for restitution of conjugal rights. In addition to these there were 161 petitions for alimony *pendente lite*, and 13 for permanent alimony. The causes tried numbered 393 by the court and 43 with a jury, and 377 judgments were given. There were 311 decrees absolute for divorce, 53 for judicial separation, 3 for restitution of conjugal rights, and 3 for nullity of marriage. The total fees received was £5,317, as against £5,198 in 1880.

### ADMIRALTY COURT.

There were in the year ending the 31st of October, 1881, 456 actions commenced in the Admiralty Division for sums amounting in the aggregate for £1,159,190, as against 252 in the previous year for £907,280. The motions in court numbered 82, and the summonses 1,152, and there were 162 final judgments. Under the head of references to the registrar, assisted by merchants, the total number of cases heard and reported upon by the registrar was 87. The total amount of accounts submitted for investigation in 1881 in the principal registry was £250,597, of which £219,314 was reported due; 239 bills of costs were taxed, amounting to a total of £44,120, of which sum £14,222 was disallowed. The court sat on 164 days and the registrar with merchants on 69. The balances of suitors' money at the beginning of the year amounted to £26,000; during the year £156,313 were received and £82,800 paid out, leaving £101,607 at the end of the year. Fees paid by judicature stamp amounted to £6,191, and those received in cash to £931.

### COURT OF BANKRUPTCY.

The bankruptcy returns show a tendency to a decrease in the number of bankruptcies and liquidations. In the year 1870 the total number of these was 5,002, which number increased each year until in 1879 it amounted to 13,132; in 1880 there were but 10,298, and in 1881, 9,727, of which number 1,005 were bankruptcies. With regard to proceedings before bankruptcy the returns show that there were 2,963 debtors' summonses issued, 159 declarations of inability filed by debtors, and 1,608 petitions for adjudication filed. Of the 1,005 bankrupts, 746 were traders and 259 non-traders. In 918 cases of first meetings of creditors trustees were appointed, and 27 bankruptcies were carried on by the registrars as trustees, and 20 bankruptcies were annulled. Discharges were granted in 131 cases, in only 8 of which 10s. in the pound was or might have been paid. The bankruptcies pending at the commencement of the year were 3,830 in number, and to these were added during the year 1,005, making a total of 4,835. Of this number 149 were annulled, 384 were closed after payment of dividend, and 598 without dividend, leaving 3,704 pending at the end of the year. A summary of receipts and payments by trustees shows the balances at the commencement of the year to have been £308,907, and the receipts and advances by trustees, less payments to secured creditors and extraordinary outlay, £321,728, making together £630,635. The repayments of advances and sundry payments, including dividends, were £366,307, and the balances at the close of the year £264,328, making together £630,635. The number of estates closed in 1881 was 982, as against 1,113 in 1880. In 384 of these estates closed it appears that 8 paid 20s. in the pound; 15 paid above 10s. and less than 20s.; 47 paid more than 5s. and not exceeding 10s.; 87 paid between 2s. 6d. and 5s.; 712 paid between 1s. and 2s. 6d.; and 115 paid less than 1s.

Under the separate head of liquidation by arrangement it appears that there were, in 1881, 10,652 petitions for liquidation filed, 5,216 resolutions registered, and 2,253 resolutions for discharge. Under these petitions the gross amount of debts was £10,649,483, the gross value of the estates £3,580,738, and the amount of stamp duty £25,902. In the previous year there were 11,508 petitions filed.

Under the separate head of compositions with creditors there were, in 1881, 3,506 resolutions registered, the gross amount of the debts was £4,301,398, the gross value of the estates was £990,447, and the amount of the stamp duty £11,032. In 1880 the number of resolutions registered was 3,757. The rate of composition in the 3,506 cases of compositions with creditors was, in 3,390 instances, ten shillings in the pound and under, and in only 116 instances did it exceed ten shillings.

Taking bankruptcies, liquidations, and compositions together, the total of liabilities in 1881 was £17,679,345, and the total assets £4,890,598, while, in 1880, the total liabilities were £16,188,636, and the total assets £4,701,504. Including 24 bankruptcy appeals pending at the end of 1880, there were 113 bankruptcy appeals during the year 1881 for hearing by the Court of Appeal. In 48 of these appeals the judgment of the Chief Judge in Bankruptcy was affirmed, in 38 reversed, and in 4 varied; 14 appeals were withdrawn or arranged, and 9 remained pending. The appeals from the registrars to the Chief Judge during the year 1881 numbered 147. In 53 of these cases the judgment of the registrar was affirmed, in 52 it was reversed, and in 2 varied; 2 appeals

to the Chief Judge were referred back, 20 were withdrawn or arranged, and 18 remained pending at the end of the year. Before the Bankruptcy Act, 1869, the bankruptcy appeals averaged about 60; since the Act they average 120 to the Court of Appeal, and about 125 to the Chief Judge. A summary of the bills taxed by the taxing masters and registrars under the Bankruptcy Act, 1869, shows that there were, in 1881, 18,270 bills for a gross amount of £469,943 brought in for taxation, and that out of this amount £80,976 were struck off, being at the rate of £17 4s. 6d. per cent., and that £388,967 were allowed.

### COUNTY COURTS.

In the 56 county court circuits now existing, courts are held at 501 places. There were 1,035,311 plaintiffs entered in county courts in 1881, and 920 cases were transferred from superior courts, making a total of 1,036,231, or 60,559 less than in 1880. The number of actions determined was 981 with a jury, and 631,647 without a jury. In 576,075 of these cases the judgment was for the plaintiff, in 5,936 cases there was a nonsuit, and the defendant was successful in 9,939 instances. Judgment summonses were issued to the number of 127,138, of which number 74,827 were heard; 35,113 warrants of commitment were issued, and 5,544 debtors imprisoned. The executions issued against goods amounted in number to 240,709, but only 5,409 sales took place. The total amount for which plaintiffs were issued was £3,228,973, and plaintiffs obtained judgment on original hearings for an aggregate sum of £1,601,643 for debts, and £129,302 for costs. On all proceedings the total amount of fees was £432,138. Under the jurisdiction for the protection of deserted wives, 851 orders were registered. Under the head of bankruptcy proceedings the number of debtors' summonses issued was 1,255, and there were 123 declarations of inability filed by debtors, 920 petitions for adjudication filed, and 9,064 for liquidation or composition. There were 126 actions under the Employers' Liability Act, 1880. The number of days of sitting for the whole of the circuits was 8,103 in 1881, as against 8,268 in 1880. The greatest number of days of sitting on any circuit was 321 on Circuit No. 6, for which there are two judges; the greatest number for a single judge was 192, and the lowest 80. The average amount for each plaintiff entered in 1881 was £3 2s. 3d.; the average varies from time to time, but is, roughly speaking, between £3 and £3 10s.

### COUNTY COURTS EQUITY JURISDICTION.

The proceedings in equity in county courts have gradually increased from 613 in 1877 to 704 in 1881. These 704 proceedings are classified as follows—viz., 220 for administration of estates, 15 for the execution of trusts, 114 for foreclosure, redemption, &c., 51 for specific performance, 10 for delivery up or cancelling of agreements for sale or purchase, and 53 for dissolution or winding up of partnerships; there were also 31 petitions for the appointment or removal of trustees, 112 for other purposes of the Trustees Acts, 11 for the maintenance, &c., of infants, 29 for partition, and 35 for injunction, and under the 24th section of 30 & 31 Vict. c. 142, there 23 cases of payment into the Post Office Savings Bank in the name of the registrar. The aggregate amount of the subject-matter of equitable proceedings in county courts was £96,947, the amount of solicitors' costs allowed was £4,347, and the amount of fees was £2,523. There remained 257 suits pending at the end of the year.

### COUNTY COURTS ADMIRALTY JURISDICTION.

The total number of admiralty actions or proceedings in county courts in 1881 was 373, the amount of claims was £41,961, the solicitors' costs allowed amounted to £1,992, and the fees to £1,489.

### CITY OF LONDON COURT.

There were 24,716 plaintiffs entered in the City of London Court in 1881, and 8 cases were transferred from superior courts. In 10,238 instances cases were decided without a jury, and in 89 with a jury. Judgment was for the plaintiff in 9,818 cases, in 175 there was a nonsuit, and 334 judgments were for the defendant. Judgment summonses were issued to the number of 1,561, and 607 of these were heard; 221 warrants of commitment were issued and 15 debtors imprisoned; 4,734 executions against goods were issued and 44 sales made. The aggregate amount for which plaintiffs were entered was £139,197, and the aggregate amount of judgments for the plaintiff was £50,426 for debts and £7,601 for costs. The fees on all proceedings amounted to £14,048, and the court sat on 171 days. There were 20 equitable proceedings in the City of London Court for an aggregate sum of £5,135. There were also 193 admiralty proceedings for an aggregate amount of £19,139.

### LOCAL COURTS.

In 9 of the 25 local courts of civil jurisdiction there were, in 1881, no proceedings, and in 5 of these 9 there have been no proceedings for ten years past. From the Hundred of Salford Court of Record 14,061 writs were issued in 1881 for an aggregate amount of £125,931, as against 13,716 writs for £127,427 in 1880. In the Liverpool Court of Passage there were 4,872 plaintiffs for £66,315 in 1881, as against 4,444 for £55,349 in the previous year. In the Bristol Tolsey Court there were 2,422 plaintiffs for £15,680 in 1881, as against 2,427 in 1880 for £14,553. In the Preston

Borough Court of Pleas there were 553 plaints for £2,072 in 1881, as against 641 for £2,603 in 1880. The Derby Borough Court had 579 plaints for £4,828 in 1881, as against 662 for £5,039 in 1880. In the Newcastle-upon-Tyne Burgess and Non-Burgess Courts there were 91 plaints for £718, as against 43 for £244, and in the Norwich Guildhall Court there were 242 plaints for £3,728, as against 228 for £2,504. In the other courts in which proceedings took place in 1881 the total number of plaints entered was 378 for £8,087, as against 365 for £3,970. The total amount of debts for which judgment was obtained in 1881 was £52,814 for the Salford Court, and £33,216 for all the other courts. The amount of costs, exclusive of court fees, in 1881 was £9,899 for the Salford Court, and £6,813 for all the other courts. The fees amounted in 1881 to £4,326 for the Salford Court, and £3,550 for the other courts, as against £4,540 and £3,949 in 1880.

#### LORD MAYOR'S COURT, LONDON.

The number of actions entered in 1881 in the Lord Mayor's Court was 13,715, or 723 more than in the previous year. There were further 22 ejectments, and 8 apprentices petitions. The total amount for which actions were entered was £259,859. There were 321 committals issued, 233 debtors were arrested, and 5 imprisoned. The number of foreign attachments issued was 20, for a total sum of £1,838. On the equity side of the court 3 bills of complaint were filed in 1881, and 4 in 1880. The fees of court amounted in 1881 to £7,099, and in 1880 to £6,815.

#### STANNARIES COURTS.

In proceedings in the Stannaries Courts there were but 2 creditors' suits in 1881 for £92. Under the common law jurisdiction in Cornwall (there being no common law proceedings for Devon), there was 1 writ of summons in 1881. In proceedings by plaintiff there were 2. Under the Winding-up Acts there were 4 petitions. The total amount received by official liquidators, including money received for calls, was £14,685 in 1881, as against £10,767 in 1880. The expenses were £2,208. Two writs of *fieri facias* were issued.

#### ECCLESIASTICAL COURTS.

The number of suits in the ecclesiastical courts in 1881 was 7, as against 13 in 1880. Six of the suits in 1881 were in the Arches Court of Canterbury. Of the suits in 1881, 1 was under the Church Discipline Act, 2 under the Public Worship Regulation Act, 1874, 1 for granting a faculty, 1 for drunkenness, and 2 for other matters. Further there were in 1881, 271 suits for faculties, as against 245 in 1880. The court fees in 1881 amounted to £1,193.

#### DIVISIONAL COURT.

A return made by the Queen's Coroner and Attorney and Master of the Crown Office shows that there were 5 special cases filed under the 12 & 13 Vict. c. 45, of which 4 were argued. Under 20 & 21 Vict. c. 43, the number of special cases filed was 65, of which 61 were argued. There were also 33 appeals from county courts, of which 16 were argued. There were also 57 appeals by motion under the 38 & 39 Vict. c. 50, s. 6, and of these, 13 orders *nisi* were made absolute, and 18 discharged; and under the same section 65 appeals by motion, in which 9 orders *nisi* were made absolute, and 1 discharged. There were 8 appeals from the Lord Mayor's Court, and 4 from the Liverpool Court of Passage.

#### THE COURT OF APPEAL.

The return respecting the Court of Appeal shows that at the commencement of the year 1881 the number of appeals awaiting hearing was 193 from final judgments, 50 from interlocutory orders, 1 original motion, 6 from the County Palatine of Lancaster, 1 from the Stannaries Court, and 9 from the Bankruptcy Court, making a total of 259; that 723 were set down during the year, of which 231 were from final judgments, 335 from interlocutory orders, 86 original motions, 1 from the County Palatine of Lancaster, and 90 from bankruptcy; that 653 were heard during the year—that is to say, 244 from final judgments, 268 from interlocutory orders, 64 original motions, 3 from the County Palatine of Lancaster, 1 from the Stannaries Court, and 73 from bankruptcy, and a total of 91 were otherwise disposed of, leaving 238 appeals awaiting hearing at the end of the year. The court sat at Lincoln's-inn on 164 days, and at Westminster on 148. The Lord Chancellor sat 69 days in the House of Lords, and 16 days on Committee of Privileges. His lordship did not sit on the Judicial Committee of the Privy Council.

#### JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

There were 57 appeals entered in 1881 to be heard before the Judicial Committee. During the year 11 appeals were dismissed for want of prosecution, and 53 were heard and determined. In 36 of these the judgment was affirmed, in 1 varied, and in 16 reversed. There were 94 appeals lodged since the 1st of April, 1878, remaining for hearing on the 1st of January, 1881. There were 3 applications for extension or confirming letters-patent, and 2 petitions specially referred. The amount of council offices fees on appeals was £1,455, and on patent cases, £122.

#### HOUSE OF LORDS.

The return of the judicial proceedings of the House of Lords during the session of 1881 shows that there were 40 appeals from the Court of Appeal in England, 3 from Ireland, and 18 from Scotland, making a total of 61. Five of these were withdrawn and 18 dismissed for want of prosecution. The total number of judgments delivered was 37, and in 27 the judgment of the Court of Appeal was affirmed, in 1 affirmed with variations, in 1 with declaration or directions, in 1 reversed in part, in 2 absolutely reversed, in 4 reversed with declaration or direction or finding, and in 1 was remitted with directions. The total number of effective causes remaining for hearing at the end of the session of 1881 was 21, as against 12 from the previous session. The total amount of fees was £1,493 in 1881, and £1,623 in 1880.

## CORRESPONDENCE.

#### REFERENCES UNDER SECTIONS 56 AND 57 OF THE JUDICATURE ACT.

[To the Editor of the *Solicitors' Journal*.]

Sir,—In the concluding paragraph of your able article on sections 56 and 57 of the Judicature Act, contained in your number of December 16, you observe that, so far as you know, there is no report of a decision authoritatively settling the practice as to the time within which a motion to set aside the finding of a referee under section 57 must be made.

Allow me to refer you to the case of *Sullivan v. Rivington*, in 28 W. R. 372, not reported elsewhere as far as I am aware.

The whole question of references under these sections has been discussed very recently in a case of *Walker v. Bunkell* before Mr. Justice Kay. The case of *Sullivan v. Rivington* was held by the learned judge to apply to references under section 57, but not to those under section 56, and he refused to lay down any rule as to the time within which a motion to vary or set aside a report of a referee under the latter section must be made.

A. J. SPENCER.

Lincoln's-inn, December 19.

[We had not forgotten the case of *Sullivan v. Rivington*, but we certainly supposed it to have been decided prior to the alteration of the 34th rule of order 36, and, therefore, perhaps to be of doubtful application so far as the existing rule is concerned. In this it appears we were mistaken, and, therefore, the case seems to be an authority on the existing rule, but we cannot look upon it as a satisfactory authority. We understand that besides the decision of Kay, J., mentioned by our correspondent, there is a recent decision of the Queen's Bench Division on the same subject, which, however, is not yet reported. We anticipate with some interest the reports of these decisions, for it seems to us that there is great difficulty in applying the words of the rules relating to motions for new trials to the case of reports of referees. For instance, from when is the period to run? Again, if the concluding words of the 34th rule, with regard to the power of the court to vary the report, apply to references under section 57, are applications to vary the report subject to the same rule as to the time within which they must be made as applications to remit the matter to the referee? The matter ought to be provided for by the new rules. It does not seem to us that there is much sense in importing the rule with regard to motions for a new trial into the practice with regard to references to referees. The circumstances are different in many respects.—ED. S. J.]

The Committee of Judges engaged in framing the new rules of legal procedure held a prolonged meeting in the Lord Chancellor's private room in the House of Lords on Saturday last, when there were present the Lord Chancellor, Lord Chief Justice Coleridge, the Master of the Rolls, Lord Justice Lindley, Mr. Baron Pollock, Sir James Hannan, Mr. Justice Manisty, and Mr. Justice Fry. Their lordships had not concluded their labours when they rose, and it was arranged that the next meeting should take place on the 11th of January next.

It is to be hoped, says the *Pall Mall Gazette*, that before the new Law Courts are opened for public business, the heating and ventilating arrangements will be carefully looked after. It would not do to have a repetition of what has followed upon the opening of a new county court at Birmingham. The court does not appear to have been constructed with a view to such cold weather as we had at the beginning of the week, and the death of a promising young solicitor is attributed to the collection of draughts in the place. It is certain that the judge has been sitting enveloped in rags, and that with his consent the barristers and solicitors have been appearing in court and addressing him in overcoats and mufflers. The judges at Westminster have (we believe) occasionally allowed counsel to dispense with their wigs in the hot weather, but the other extreme would be a novel experience in London. It is satisfactory to learn that her Majesty's Board of Works have telegraphed to the county court judge promising to remedy the evils as quickly as possible, and forwarding a couple of stoves as a first instalment.

## CASES OF THE WEEK.

**LEASEHOLD INTEREST OF BANKRUPT—DISCLAIMER BY TRUSTEE—LEASE DETERMINED BEFORE EXECUTION OF DISCLAIMER—BANKRUPTCY ACT, 1869, s. 23.**—In a case of *Ex parte Dyke*, before the Court of Appeal on the 15th inst., the question arose whether the trustee in a bankrupt can disclaim a lease of the bankrupt when the term has come to an end by effluxion of time or by forfeiture before the execution of the disclaimer. A farmer occupied a farm under a lease dated the 4th of October, 1873, for a term of twenty-one years from the 25th of March, 1873, at an annual rent of £750, payable half-yearly on the 24th of March and the 29th of September. The lease contained covenants by the lessee to repair; to give up the premises at the expiration or sooner determination of the term in good repair; to stack on the farm early during the continuance of the demise the corn and hay grown thereon; to consume such of the hay and straw, &c., raised thereon as should not have been sold; to spread the manure proceeding therefrom on the farm (except that made in the last year of the term, which might be left, and for the labour on which the lessee was to be paid by valuation.) The lessor covenanted that the lessee should be at liberty to sell from time to time and to remove from the farm any of the hay, straw, &c., grown thereon, on his consuming on the farm in each year with cattle and sheep twenty tons of linseed cake. The lessor also covenanted to permit the lessee to erect cottages for labourers on the farm, and, at the end or sooner determination of the term, to pay the lessee, according to a valuation, for such cottages (not exceeding six in number) as might have been built; and also to pay the lessee for all the hay and straw grown in the last year of the term (which was to be left for the incoming tenant) at a "feed price," and for all labour on the fallows and on manures during the last year, and for all purchased manures (except any unreasonably or unnecessarily purchased) which should be brought on the farm during the last year, and from which no benefit should have been derived, and for all seeds sown seasonably, and also for the hop-poles on twelve acres of hops covenanted to be left by the lessee, and to permit the lessee to have the use of the barns and yards on the farm until May 1 next after the expiration or sooner determination of the term. The lease contained a proviso for re-entry by the lessor and expulsion of the lessee by him in case the rent should be in arrear for twenty-one days, or in case of breach of any of the lessee's covenants, or in case the lessee should by his own act, default, or procurement, whether voluntary or not, or by act of law, or by virtue of or under any Act of Parliament, or by or through all or any such means, lose, be deprived of, or cease to be entitled to the actual possession of the farm or any part thereof, or the term thereby granted, either wholly or in part, without the consent of the lessor in writing first obtained. And there was also a proviso that nothing therein contained should prejudice the right of the lessor to proceed for the recovery of the rent when in arrear, either by distress or otherwise. In 1874 the lessee erected three cottages on the farm. On September 5, 1881, he filed a liquidation petition. At this time, the payments of rent due on September 29, 1880, and March 24, 1881, were in arrear. On September 13, 1881, the lessor distrained for these two half-year's rent. On September 23 the first meeting of the creditors under the petition was held, and was adjourned till October 13. On September 23 a receiver was appointed under the petition, and took possession of the debtor's property. On the 10th of October he paid out the distress. At the adjourned meeting of the creditors, on the 13th of October, trustees of the debtor's property were appointed, and possession of the farm was then handed over to them by the receiver. On the 14th of October, the lessor commenced an action against the trustees to recover possession of the farm pursuant to the provisions contained in the lease. On the 27th of October the trustees entered an appearance in the action, but no further proceedings were taken in it. On the 25th of October the lessor distrained on the farm for the half-year's rent due on the 29th of September. On the 27th of October the trustees, under an order of the court, paid the amount of the distress into court, and the distress was then withdrawn. On the 14th of November the trustees obtained from the court leave to disclaim the lease, on paying the lessor £49 for rent from the 5th to the 29th of September. The trustees on the same day tendered the £49 to the lessor (which he declined to receive), and they executed a disclaimer and withdrew from the possession of the farm; and the lessor took possession on the 21st of November. At this time there was on the farm a quantity of hay and straw of that year's growth. The trustees claimed to be paid for this by the landlord at market prices, and to be paid by him for the labour, manure, seeds, &c., employed in the last year. The trustees had sold the hop-poles on the twelve acres of hops, and the landlord had bought them at the auction and had paid for them. He claimed to recover this sum from the trustees. He also claimed to retain the hay and straw without paying anything for them, and he claimed damages for breaches of covenant committed by the tenant before the filing of the petition, and to set off those damages against anything which he might be ordered to pay to the tenant. Bacon, C.J., held (30 W. R. 952) that, by section 34 of the Bankruptcy Act, 1869, the lessor was prevented from distraining after the commencement of the liquidation (i.e., the 5th of September, 1881) for more than a year's rent, and that, consequently, he was not entitled to the money paid into court. And his lordship held that the disclaimer having, by section 23, the effect of a surrender of the lease on the 13th of October, the day of the appointment of the trustees, the covenants on either side which were to come into operation on the expiration or sooner determination of the term had come to an end with the lease. Consequently the trustees were entitled to retain the money paid by the lessor for the hop-poles, and to be paid by him for the hay and straw at the market price, and the lessor was not liable to pay for the labour, manure, &c., nor for the cottages, but he was not entitled to claim any damages for breach of covenant. On the appeal it was urged that, since the Common Law Procedure Act, 1852, the issuing of a writ in an action of ejectment by a landlord against his tenant for a forfeiture has the same effect as the consent rule in the old action of ejectment (which admitted entry), and puts an end to the lessee. Consequently,

in the present case the lease was put an end to by the issue of the writ on the 14th of October, and there was then nothing for the trustees to disclaim. The Court (JESSEL, M.R., and CORRON and BOWEN, L.J.J.) affirmed the decision of Bacon, C.J. JESSEL, M.R., said that the first point was whether the landlord was entitled to distrain for the third half-year's rent. His lordship thought that this point was completely covered by section 34. That section limited the landlord's right to distrain to one year's rent, and that rent he had got in the present case. Therefore, the decision of the Chief Judge on this point was clearly right. The next point was, that the bringing of the action of ejectment by the lessor against the trustees had the effect of putting an end to the lease, and on this point a great deal of ancient and modern learning had been referred to. But whether the issue of the writ had that effect or not was immaterial, for the lease had vested in the trustees for one day before the bringing of the action, and they afterwards disclaimed it. His lordship did not intend to confine what he was saying to cases in which the lease had actually vested in the trustee on his appointment. It was not necessary to decide that the result would not be the same if the lease had expired before the trustee was appointed. In such a case the trustee, by reason of the relation back of his title to the commencement of the bankruptcy, might incur a liability under the lease. But, in the present case, the lease actually vested in the trustee. It was decided by the Court of Appeal in *Ex parte Paterson* (27 W. R. 928, L. R. 11 Ch. D. 908), that the trustees could execute a disclaimer even after the lease had come to an end by effluxion of time. In the present case the trustee had disclaimed, and in *Ex parte Glegg* (30 W. R. 144, L. R. 19 Ch. D. 7) this court held that the effect of the disclaimer was to put an end to the lease altogether, not merely to the term. It deprived both landlord and tenant of the benefits given to them by the lease. The landlord was deprived of the benefit of all the covenants which were to come into operation at the expiration or sooner determination of the term, and, therefore, of the right to buy the hay and straw at feed prices; and the tenant was deprived of the right to be paid for the cottages and the tilages. And for any injury resulting from breach of covenant by the tenant, or from the disclaimer, the remedy of the landlord was to prove in the liquidation. There could be no set-off. BOWEN, L.J., said that, however startling the conclusion might be, *Ex parte Paterson* was a decision that the trustee could disclaim a lease which had determined before the execution of the disclaimer. And, independently of that decision, his lordship thought that such a case fell within the words of that extraordinary section (23), which provided that a number of things which did not in fact exist should be imagined to have existed. The disclaimer was to have the effect of a surrender of the lease on the date of the appointment of the trustee. The object was to protect the trustee from personal liability under the lease, and to protect the bankrupt's estate from liability to indemnify the trustee. BOWEN, L.J., said that the question as to the effect of the issue of the writ in the action was one of great importance, but, as it was immaterial in the present case, it was better not to decide it. He agreed with the Master of the Rolls that it was not necessary to decide that, even if nothing had vested in the trustee on his appointment, the disclaimer would not be effectual, for in the present case something did vest in the trustee. Then section 23 said that, on the execution of the disclaimer, the lease should be deemed to have been surrendered (not forfeited) at the date mentioned. From this extraordinary enactment all the other consequences appeared to follow by a strict logic, and if a new Bankruptcy Act was in contemplation, it would be well that the attention of the Legislature should be called to this provision. The effect was that, after the disclaimer, neither party to the lease could claim the benefit of those provisions in it which were to come into operation only on the expiration or sooner determination of the term.

Leave to appeal to the House of Lords was asked for and refused.—SOLICITORS, Meynell & Pemberton; Makinson & Carpenter.

**COSTS—HIGHER AND LOWER SCALE—ACTION OF EJECTMENT—FRAUD—DISCRETION OF JUDGE—APPEAL—ADDITIONAL RULES, AUGUST, 1875, ORD. 6, RR. 1, 3.**—In a case of *In re Terrell*, before the Court of Appeal on the 18th inst., the question arose whether the plaintiffs' costs of an action of ejectment ought to be taxed on the higher or the lower scale. Rule 1 of order 6 of the Additional Rules of August, 1875, provides that solicitors shall be entitled to costs on the lower scale (*inter alia*) "in all actions to which any of the forms of indorsement of claim on writs of summons in sections 2, 4, and 7, in Part 2 of Appendix A, referred to in the 3rd rule of order 3 in the schedule to the Supreme Court of Judicature Act, 1875, or other similar form, are applicable (except as after provided in actions for injunctions)." And by rule 3 of order 6, "Notwithstanding these rules, the court or judge may, in any case, direct the fees set forth in either of the said two columns [*i.e.*, the higher or lower scale] to be allowed to all or either of any of the parties, and as to all or any part of the costs." Among the actions mentioned in section 4, in Part 2 of Appendix A, to the Rules of 1875, is an action to recover possession of land. In the present case an action to recover possession of land was brought in the Chancery Division. The plaintiff alleged fraud. The action was never brought to trial, but was, by arrangement, dismissed without costs. The taxing master taxed the costs of the plaintiff's solicitor on the lower scale. The solicitor claimed to have them taxed on the higher scale, on the ground that the action, inasmuch as fraud was charged, was properly brought in the Chancery Division, and that before the Judicature Act a suit would properly have been brought in the Court of Chancery. Bacon, V.C., refused to disturb the taxation, and his decision was affirmed by the Court of Appeal (Corron and Bowen, L.J.J.). CORRON, L.J., said that the action was clearly one of those referred to in rule 1, to which the lower scale of costs applied. It was said that it did not because fraud was involved, but that distinction was not sound. Then it was said that the Vice-Chancellor ought to have exercised the discretion given to him by rule 3 in favour of the plaintiff's solicitor. In his lordship's opinion the

exercise of this discretion could be appealed from, but the Court of Appeal ought not to interfere unless there had been some manifest error or slip on the part of the judge, if the judge had really exercised the discretion. If he had exercised it on a wrong principle, that would not be an exercise of the discretion given to him by the rule. In the present case his lordship thought that the Vice-Chancellor had not arrived at an erroneous conclusion. It could not be laid down as a general rule that costs ought to be taxed on the higher scale whenever before the Judicature Act the suit would properly have been brought in the Court of Chancery. In order to justify the allowance of costs on the higher scale it ought to be shown that there was something special—such as expenditure of time, skill, or expense by the solicitor as would entitle him to remuneration on the higher scale. No such special circumstances had been shown to exist in the present case. BOWEN, L.J., agreed that the Court of Appeal had jurisdiction to entertain an appeal in such a case, but that it would not interfere unless the judge's exercise of discretion was manifestly wrong, or he had acted on a wrong principle, or where it was manifestly just that the Court of Appeal should interfere. In the present case the action was clearly within rule 1, and his lordship could not think that the Vice-Chancellor did not exercise his discretion. He could not see that the Vice-Chancellor had exercised the discretion wrongly, or that there was anything in the case which could entitle the solicitor to costs on the higher scale. It was a mere action of ejectment, and there was no reason why questions of fraud should not be tried in the common law division, or that an issue of fraud should itself entitle the solicitor to costs on the higher scale. The rules were intended to apply to chancery actions as well as to common law actions, and his lordship had long thought that it was very undesirable that there should be two systems of applying the rules in the two divisions. The circumstance that equitable principles were involved ought not to be *prima facie* a reason for giving costs on the higher scale. There must be something special to show that the amount of labour or skill employed by the solicitor would be ill remunerated by costs on the lower scale.—SOLICITORS, Terrell & Harrison; Dornithorne & Ewer.

**LIMITED COMPANY—ALTERATION OF MEMORANDUM OF ASSOCIATION BY ARTICLES—PAYMENT OF DIVIDEND OUT OF CAPITAL—COMPANIES ACT, 1862, ss. 8, 2.**—In a case of *Guinness v. The Land Corporation of Ireland (Limited)*, before the Court of Appeal on the 11th inst., a question arose as to the power of a limited company to provide by its articles of association for the payment of dividends out of capital, no such provision having been contained in the memorandum of association. By the memorandum of association the objects for which the company was established were stated to be the purchasing and leasing of lands in Ireland, and the reclamation and improvement of such lands by drainage and other means, and generally the carrying on of a land and financial company in all its branches; and the nominal capital of the company was stated to be £1,050,000, divided into 140,000 A. shares of £5 each, and £3,500 B. shares of £100 each. By clause 8 of the articles of association it was provided that the capital produced by the issue of B. shares was to be, in the first place, a fund out of which the preliminary expenses of the company were to be furnished, and, subject to such payment, the capital was to be invested in approved securities, and form a trust fund, of which the income, and, if and so far as might be necessary from time to time, the proceeds of sale of the capital or any part thereof, were to be applied in securing and making good to the holders of the A. shares a preferential dividend of 5 per cent. per annum on the amounts for the time being paid up in respect of the A. shares, and, subject thereto, the income of the trust fund was first to be applied in or towards replacing any capital previously sold; and, secondly, the same, or the balance thereof, was to be distributed among the B. shareholders rateably, and, in the event of a winding up of the company (subject to the liability to pay debts of the company), to be held upon trust, as to capital as well as income, for the holders of the B. shares rateably and exclusively, and the trust fund, or the income thereof, was in no case to be used as working capital of the company. The action was brought by a holder of B. shares, on behalf of himself and all other the holders of B. shares, except the defendants, against the company and its directors, and a representative of the A. shareholders, to restrain the company and the directors from paying the capital produced by the issue of B. shares in the manner provided by clause 8 of the articles, and from doing any act to appropriate the capital produced by the issue of B. shares to objects other than those described in the memorandum. CHITTY, J., held that the proposed application of the B. capital was *ultra vires*, and he granted the injunction. This decision was affirmed by the Court of Appeal (Corron and Bowen, L.J.). CORRON, L.J., said that the main object of the company, as stated in the memorandum of association, was the acquiring and cultivating land in Ireland. Both the A. and the B. shares were referred to generally as "capital" of the company. No distinction was made between them in this respect. In his lordship's opinion the proposed application of capital was not incidental or conducive to the objects of the company. The object was to induce shareholders to join the company. No doubt directors ought to have a large discretion in carrying on the business of the company, but this was not to carry on the business, but to induce persons to enter into the company. The question was whether it was *ultra vires*. The memorandum of association was essential to the incorporation of a company under the Companies Act, and section 12 of the Act said that (with certain exceptions which were immaterial for the present purpose) no alteration should be made in the conditions contained in the memorandum. The memorandum was the charter of incorporation of the company, which could not be altered, except in the particulars mentioned in section 12. The memorandum was, in the case of a limited company, to state the objects of the company and the amount of the capital. And section 38 provided that, in the event of the company being wound up, no member should be liable to contribute to the assets beyond the amount unpaid on his shares. That showed that the capital was to be the fund which was to regulate the liability of the members in the event of a

winding up, and it followed that what had been paid by a member as capital could not be returned to him, and that which was mentioned in the memorandum as the capital could not be diverted from the objects of the company, so as to take it away from the fund to which the creditors had a right to look as that by means of which they were to be paid. In his lordship's opinion the articles of association could not alter the memorandum in the way which had been attempted in the present case. According to the provision in the articles the whole of the capital of the B. shares might go in paying dividends on the A. shares. The A. shareholders might claim, without any exercise of discretion by the directors, a dividend of five per cent. In his lordship's opinion the plaintiff was entitled to the injunction, on the ground that clause 8 of the articles was a contradiction of the memorandum in one of the matters which the Act required to be stated in it, and was, therefore, *ultra vires*. BOWEN, L.J., said that he had arrived at the same conclusion without any doubt. Section 12 of the Act prevented a company from making any alterations in the conditions contained in the memorandum of association. There was a significant distinction between the memorandum and the articles. A company registered under the Act of 1862 could obtain vitality only by complying with the conditions contained in that Act. It had no powers outside those provisions. By section 8 a limited company was required to state in its memorandum the objects of the company, and the amount of its capital. In the case of an unlimited company, the Legislature only insisted on the statement in the memorandum of the objects of the company, it was not necessary to state the amount of the capital. Section 38 made it plain beyond doubt what the reason for this distinction was. The capital of the company was the fund for carrying on the business of the company, and also the fund from which the creditors might expect the payment of the debts of the company in the event of a winding up. A limited company was absolutely concluded from diverting any part of its capital to any objects which were not stated in the memorandum. This resulted from the collocation in it of the statement of the objects and the amount of the capital, as naturally as fire resulted from the striking of two flints together. All the other provisions of the Act were based on the assumption that the capital could not be applied to any other objects than those stated in the memorandum. No doubt in a number of cases the court had declined to prevent companies from applying their capital to purposes not expressly mentioned in the memorandum, but in all those cases the purposes were strictly incidental to the business of the company which was stated in the memorandum. This view of the Act was adopted by the Court of Appeal in *In re Dronfield Silk-dene Coal Company* (23 W. R. 768, L. R. 17 Ch. D. 76). There was this essential difference between the memorandum and the articles—the memorandum contained the essential conditions on which alone the company was allowed to be incorporated; the articles contained the internal regulations of the company. If the Legislature had said that one instrument was to be dominant, you could not look to another instrument to construe it. That which was proposed in the present case amounted to a withdrawal of capital from the objects for which the company was incorporated, and it could not be done without flying in the face of the Act. The object was not to carry on the business of the company, but to offer an inducement to persons to find the money necessary to form the company. It was not to do anything incidental or conducive to the carrying on of the business of the company. There must be some limit to the power of the directors to expend the money of the company in attracting shareholders. His lordship would not say that in no case it would be justifiable to apply capital in paying dividend, but no such case was present to his mind, except the very unlikely one of the memorandum expressly providing that it might be done.—SOLICITORS, Freshfields & Williams; Young, Jones, Roberts, & Hale.

**COMPANY—DIRECTORS—POWER OF REMOVAL—COMPANIES ACT, 1862, s. 50—TABLE A., CLAUSE 65.**—In a case of *The Imperial Hydropathic Hotel Company v. Hampson*, before the Court of Appeal on the 15th inst., the question arose whether a company formed under the Companies Act, 1862, has power to remove its directors by a special resolution of the shareholders when no power to do so is contained in the articles of association. The articles of association of the plaintiff company contained no such power, and by them the provisions of table A., in the schedule to the Companies Act, 1862, were excluded. Clause 65 in that table provides that "the company, in general meeting, may, by a special resolution, remove any director before the expiration of his period of office." The court (JESSEL, M.R., and CORRON and BOWEN, L.J.) held that there was no inherent power of removing directors, and that the directors could not be removed simply by a special resolution. The only way to effect the removal was to alter the articles, by means of a special resolution, by inserting in them a general power to remove directors, and then to exercise that power in the mode prescribed by the altered articles with regard to the individuals whom it was desired to remove.—SOLICITORS, Pritchard, Englefield, & Co.; T. Crowther.

**APPEAL—SECURITY FOR COSTS—ORD. 53, r. 15.**—In a case of *Mercer v. James*, on the 16th inst., an application was made by the defendant that the plaintiff might be ordered to give security for the costs of an appeal which he had presented. The property at stake amounted to £3,000, the trial in the court below had occupied eight days, and the taxed costs of the proceedings amounted to £2,300. The plaintiff occupied a humble position in life, earning his subsistence by daily wages. It was urged that in such a case the security ought to be limited to £50. The court (CORRON and BOWEN, L.J.) fixed the security at £150. CORRON, L.J., said that an appeal was a luxury, but, at the same time, such an amount of security ought not to be required as would practically prohibit an appeal altogether. The true test was, not the amount at stake in the action, but what was the amount of costs which would probably be properly incurred on behalf of the respondent. It

was not intended that the amount to be deposited should necessarily cover the whole of the respondent's costs. BOWEN, L.J., concurred.

**COMPANY—WINDING UP—SOLVENT COMPANY—NON-PAYMENT OF DEBT ON DEMAND—COMPANIES ACT, 1862, ss. 79, 80.**—In a case of *In re The Imperial Hydropathic Hotel Company*, before the Court of Appeal on the 13th inst., the question was raised whether an order could be made to wind up a company which was not insolvent. Section 79 of the Companies Act, 1862, provides that a company may be wound up whenever it is unable to pay its debts; and section 80 enacts that a company "shall be deemed to be unable to pay its debts" whenever a creditor, in a sum exceeding £50, has served on the company a demand requiring payment, and the company has for the space of three weeks neglected to pay the sum due, or give security for it. In the present case the petitioner had lent the company £500, of which he required payment by serving a statutory notice on the company on the 27th of October, 1881. The money was not paid, and in May and June, 1882, some correspondence took place between the petitioner and the secretary of the company, who denied that the company was liable. The petition was presented in the Lancaster Chancery Court on the 24th of July, 1882. Bristow, V.C., held that, as the petitioner had waited so long after serving his statutory notice, he could no longer use it as the foundation of a winding-up petition, and dismissed the petition. On the hearing of the appeal the company resisted the petition upon the ground that the debt was a disputed one. In March, 1881, the company had by special resolution changed its name, and had admitted a new class of shareholders, but it still remained the same company. The secretary, in his letters to the petitioner, had resisted payment only upon the ground that the money was due to him by the old company. The company was not, in fact, insolvent, having a balance of £2,394 at its bankers, and a large amount of capital uncalled. The Court of Appeal (JESSEL, M.R., and COTTON and BOWEN, L.J.J.) reversed the decision of the Vice-Chancellor. JESSEL, M.R., said that there was no real defence to the debt, and the question was whether, under the circumstances of the case, the company not being really insolvent, the petitioner was justified in resorting to a winding-up petition. Here the company had no reasonable excuse for not paying. If the debt were *bond fide* disputed, a winding-up petition was not the way to enforce it, but the present petitioner might very reasonably think that he was being trifled with. Therefore, as a means of enforcing payment, he was entitled to succeed upon his petition. His lordship could not concur in the Vice-Chancellor's view that the petitioner had waived his statutory demand, served in October, by not presenting his petition till July in the following year. A creditor was not bound to present his petition as soon as the three weeks had expired; indeed, it was only reasonable to give the company some little time. It was said that, because the petitioner had received interest upon his debt in the meantime, he had waived his demand; but that was quite an untenable proposition. As the company was not insolvent, the proper order would be to order them to pay the £500 within a month, with the costs of the petition; and, if the money was not paid, then, to order the company to be wound up. COTTON L.J., and BOWEN, L.J., concurred.—SOLICITORS, Pritchard, Englefield, & Co.; T. Crowther.

**PARLIAMENTARY REGISTRATION—HOUSEHOLD AND LODGERS FRANCHISE—BOROUGH VOTE—PART OF HOUSE—VACANT ROOM—30 & 31 VICT. c. 102, ss. 3, 61—41 & 42 VICT. c. 26, s. 5.**—In a case of *Anchettill v. Baylis*, before the Court of Appeal at Westminster on the 15th inst., the question was whether, where a whole house is let to several tenants, and before the expiration of the year one of them gives up possession of his room to the landlord, who endeavours to relet the room, this has the effect of taking away the qualification for the franchise of the other tenants as "inhabitant occupiers." The claimant had been, for a period sufficient to qualify him as an "inhabitant occupier," the tenant of a room in a house in the borough of Chelsea, which room he had furnished and occupied as his residence. The other rooms in the house were occupied by other tenants in a similar manner, and each tenant had a key of his room, and also of the front door. During the qualifying period one of the tenants put an end to his tenancy, and delivered up his keys to the landlord, who endeavoured to relet the room. The landlord, did not, however, during any part of the qualifying period reside in the house, or any part of it, either by himself or his servant, nor did he exercise any control over it, except such control, if any, as might by law be conferred on him by reason of the vacating of the room and delivery of keys to the landlord as aforesaid. In these circumstances, the revising barrister retained the claimant's name on the list of occupiers, and his decision was affirmed by Lord Coleridge, C.J., and Field and Stephen, J.J. From that decision the present appeal was brought. The respondent based his case on a *dictum* of Brett, L.J., in *Bradley v. Baylis* (30 W. R. 823, L.R. 8 Q. B. D. 195), to the effect that, in circumstances similar to the present, if one of the lodgers leaves, and the owner therupon resumes the control over the unlet part, immediately by that act of his those people left in the house, who were householders, become lodgers. The court (BAGGALLAY, L.J., Sir JAMES HANNAN, and LINDLEY, L.J.) dismissed the appeal. BAGGALLAY, L.J., was of opinion that the other tenants of rooms were not affected by the fact that one of the occupying tenants had given up his room. The outgoing tenant handed over the keys to the landlord, and to that extent it might be said the landlord obtained control over a portion of the premises, but not over the portion occupied by the other tenants. The *dictum* of Brett, L.J., was by way of illustration, and by the landlord's resuming control over the portion previously let, the Lord Justice must have referred to a complete control, and that the landlord continued to reside there. Sir JAMES HANNAN said there was great difficulty in defining a lodger as distinguished from an occupier. Probably the fact which had most weight was whether the landlord was residing in the house or not, for then he usually

intends to exercise a general control over the house, to which the tenants submit. On the other hand, where a non-resident landlord lets out part of the house, the general relation which arises is independent of the rights of the tenant as against the landlord. The fact of the landlord's residing is not, however, conclusive, but depends on the character of the house. Thus, in the case of flats, although the landlord may be in the house either himself, or by his agent, there is a separate occupation by the several inmates. The general principle is that, whatever is the relation created in the beginning between landlord and tenant, that continues unless there is something from which it is to be inferred that, the tenant has agreed or submitted to a change in the condition of things. In the case in question his lordship was of opinion that the tenants having come in as occupiers, the fact that one room became vacant did not make any difference. LINDLEY, L.J., said the idea of a lodger implies some relation with the persons with whom he lodges, and he was unable to see how the tenant could be changed into a lodger without his consent. It is more easy to destroy than to create that relation. He was of opinion Brett, L.J., would not, in the present case, have said the occupier had ceased to be such. The appeal should, therefore, be dismissed.—SOLICITORS, Lee & Pemberton; Robert Pearce.

**CARRIER—NEGLIGENCE—TEMPORARY LOSS OF GOODS—CONSEQUENTIAL DAMAGES—CARRIERS ACT (11 GRO. 4 & 1 WILL. 4, c. 68, s. 1).**—In a case of *Millett v. Brasch*, decided by the Court of Appeal at Westminster on the 20th inst., the questions arose (1) as to whether a carrier is deprived of the protection of section 1 of the Carriers Act where goods above the value of £10 are lost, but the loss is merely temporary; and (2) whether, where the goods have been replaced at enhanced prices, the carrier is liable for the overplus. It appeared that a trunk containing silk dresses above the value of £10, but the value of which was not declared, was delivered to the defendants to carry from London to Rome. The trunk was to be sent by rail from London to Liverpool, and thence conveyed by steamer to Italy. Owing to the negligence of the defendants the trunk was sent to the Victoria Dock, and put on board a vessel bound for New York, where it duly arrived. A long delay necessarily ensued before the trunk was delivered to the plaintiff, who had in the meantime purchased at Rome articles similar to those lost, for which he was obliged to pay an enhanced price. He thereupon brought an action against the defendants in respect of the delay, and claimed to recover the value of the goods and £10 in respect of the enhanced prices he had paid to replace them. Lopes, J. (L.R. 8 Q. B. D. 37), held that section 1 of the Carriers Act protected the carrier whether the loss of the goods was permanent or temporary; and, secondly, that the plaintiff was entitled to recover the £10 claimed for the repurchase of the goods at enhanced prices, irrespective of the Carriers Act, as being damages consequential upon the loss and being not too remote, since they arose out of a reasonable and necessary act on the part of the plaintiff. The case was argued some weeks ago before the Court of Appeal (BAGGALLAY, BRETT, and LINDLEY, L.J.), when their lordships took time to consider their judgment. The written judgment of the court allowing the appeal was read by LINDLEY, L.J. The judgment was to the effect that the substantial question was as to the liability of the defendants to pay damages for the loss or detention of the silks, the value of which was not declared. Lopes, J., had acted on what he understood to be the law as laid down in *Hearn v. The London and South-Western Railway Company* (10 Ex. 793). The point, however, really decided in that case was that where goods, the value of which ought to be, but is not, declared, are detained by a carrier, but are not lost by him, he is liable for such detention. In the present case the learned judge had found that the goods were lost within the meaning of the Carriers Act, although the loss was only temporary; and if that was correct, it was impossible to hold the carriers free from responsibility for the loss but responsible for detention caused by the loss. There was nothing in the Act or in *Hearn's case* to warrant such a refinement. In case of a temporary loss, such as the present, to say that the carrier was not liable for the loss, but that he was liable for the consequences, was inconsistent and would render the Act inoperative. If, therefore, goods, the value of which was not declared, were lost—temporarily or permanently—the carrier was protected from liability for their loss and its consequences. Whether they were temporarily lost depended on whether they were lost by the carrier as distinguished from being lost to the owner—a question depending on the circumstances of each particular case. To hold the carrier liable when goods were temporarily lost, but not liable when they were permanently lost, would be to make it to the interest of the carrier to convert a temporary into a permanent loss. Lopes, J., was right in holding that there was a temporary loss of the trunk, and the defendants were, therefore, not liable for the detention of, or injury to, its contents. There must, therefore, be judgment for the defendants, with costs.—SOLICITORS, Bristows & Carpmael; Goldberg & Langdon.

**PRACTICE—TAXATION OF COSTS—REVIEW OF CERTIFICATE—ADDITIONAL RULES OF COURT (AUGUST, 1875), ORD. 6, RR. 30—33.**—In a case of *Charlton v. Charlton*, before Fry, J., on the 18th inst., a question arose as to the proper mode of proceeding to obtain a review of a taxation of costs. The action was brought by some of the beneficiaries under a will against the trustees, to administer the testator's estate. The widow of the testator, who was tenant for life under the will, and who claimed a large sum as due to her in respect of her life estate, was not a party to the action, but she obtained liberty to attend the proceedings. She afterwards died, and after her death, but before administration had been taken out to her estate, an order was made for the taxation of the costs of the plaintiffs' solicitors and payment of the taxed costs out of a fund in court to the credit of the action. Under this order the costs were taxed, and the taxed amount was paid out to the solicitors. After this had been done administration was taken out to the widow, and the administratrix then moved to review the taxation. FRY, J., was disposed to think that there was ground for reviewing the taxation, but he held that this

was not the proper mode of proceeding. The applicant ought to have applied to set aside the order for taxation and payment, as having been made in the absence of one of the parties interested in the fund.—SOLICITORS, H. W. Chatterton; Jackson & Evans.

**INFANCY—INFANT DOMICILED ABROAD—LITIGATION IN FOREIGN COURT—APPOINTMENT OF GUARDIAN.**—In the case of *In re C. M. Riboldi*, before Chitty, J., on the 20th inst., an application was made to the court for the appointment of a guardian to the person and estate of Miss Riboldi, an infant, residing in France. It appeared that Miss Riboldi's mother was an Englishwoman, and her father held a situation in the English Custom House, but it was not known for certain whether he was English. Miss Riboldi was adopted by a Frenchman, who died and bequeathed her a fortune of not less than £120,000, part of the testator's assets being in this country. An action between the testator's relations had been commenced in France and was coming on for trial in the French courts on the 5th of January next, and it was alleged that parties to the action had, with the object of preventing her interests being properly represented, circulated reports that Miss Riboldi, who was an inmate of a convent in France, and cut off from communication, had died. His lordship, after being referred to the decision of Lord Cranworth, C., in *Hope v. Hope* (4 D. M. & G. 328), made the order asked for, and appointed a person named.—SOLICITORS, G. S. & H. Brandon.

**LEGACY—ADEMPTION—TESTATOR SUBSEQUENTLY FOUND LUNATIC—SALE BY ORDER OF COURT.**—In the case of *Freer v. Freer*, before Chitty, J., on the 18th inst., a question was raised whether a specific legacy of Grand Trunk Railway of Canada stock, bequeathed by a testator who, subsequently to the date of his will, had been found lunatic by inquisition, was deemed by a sale of the stock made in pursuance of an order in lunacy. CHITTY, J., after referring to *Jones v. Green* (L. R. 5 Eq. 555), held that the legacy had been adempted.—SOLICITORS, Snow & Bloxam, for R. Armishaw, Rugeley; J. J. & C. J. Allen.

**ELEMENTARY EDUCATION ACT, 1876 (39 & 40 VICT. c. 79), ss. 5, 11, 43—ATTENDANCE ORDER—CHILD PROHIBITED FROM BEING TAKEN INTO FULL-TIME EMPLOYMENT.**—In the case of *Winyard v. Toogood*, heard on the 19th inst. in the Queen's Bench Division, a metropolitan police magistrate stated a case for the opinion of the court upon the following question:—Whether under sub-section 1 of section 11 of the Elementary Education Act, 1876, the School Board can obtain an attendance order in respect of two children, one of the age of nine years and the other of the age of thirteen years, whose parent habitually and without reasonable excuse has neglected to provide efficient elementary instruction for them, such children being prohibited from being taken into employment at all. The magistrate refused to make the attendance order, holding himself bound by the case of *Saunders v. Crawford* (L. R. 9 Q. B. D. 612). Section 5 of the Education Act, 1876, says that a person shall not take into his employment any child who is under the age of ten years; or who, being of the age of ten years or upwards, has not obtained a certificate of proficiency, or of previous attendance at school, or unless he is employed and is attending school under the Factory Acts. Factory children between the ages of ten and fourteen years may be taken into half-time employment. By section 11, sub-section 1, if the parent of any child above the age of five years, who is prohibited from being taken into full-time employment, habitually and without reasonable excuse neglects to provide efficient elementary instruction for his child, a court of summary jurisdiction may make an order that the child do attend school. By section 48 a child means one between the ages of five and fourteen years. The court (Lord Coleridge, C.J., FIELD, HAWKINS, STAPEN, and WATKIN WILLIAMS, J.J.) held that the case of *Saunders v. Crawford* was wrongly decided and must be overruled, and that the magistrate had power in a case under section 11, subsection 1, to make an attendance order upon the parent of a child who is between the age of five and fourteen years, and is prohibited from being taken into employment at all, a prohibition against full-time employment, including a prohibition against any employment at all.—SOLICITORS, Gedge, Kirby, Millett, & Morse; Solicitor to the Treasury.

**VECTIOUS INDICTMENTS ACT, 1867 (30 & 31 VICT. c. 35), s. 1—ADDING COUNTS TO INDICTMENT—CONSENT OF THE COURT.**—In the case of *Reg. v. Bradlaugh*, before the Queen's Bench Division on the 16th inst., a question arose under the Vectious Indictments Act, 1867. The defendant was charged at the Mansion House, before the Lord Mayor, with publishing certain blasphemous libels on March 26, 1882, and subsequent dates. In certain particulars as to the dates of the publications charged, furnished by the prosecution to the defendant, the date of January 29 was included. On the defendant's objection that this date was not in the summons, this date was expressly withdrawn. The defendant having been committed for trial at the Central Criminal Court, the recorder, on an *ex parte* application, under section 1 of the Vectious Indictments Act, 1867, gave leave to the prosecution to add "counts charging other libels than those for which the defendant was committed." No facts were laid before the recorder, and he was not informed of the circumstances connected with the withdrawal of the charge of January 29 at the Mansion House. A newspaper libel is, by section 6 of the Newspaper Libel Act, 1881, brought within the provisions of the Vectious Indictments Act. Two counts were therupon added charging the alleged libel of January 29. The indictment was removed into the Queen's Bench Division. The defendant obtained a rule nisi to have these two counts quashed. The court (HAWKINS and STAPEN, J.J.) made the rule absolute on two grounds:—(1) that the consent or leave being so general that under it counts for any number of libels published at any time might be added, was not such a consent as was intended by section 1 of the Vectious Indictments

Act, 1867; (2) that the recorder, in giving his consent, had no materials before him, and was not informed of the circumstances connected with the abandonment of this very charge at the Mansion House, and so his consent was obtained improvidently and ought to be rescinded.—SOLICITOR, J. B. Batten.

#### SOLICITORS' CASES.

##### COURT OF APPEAL.

(Before BAGGALLAY and LINDLEY, L.J.J.)

Dec. 18.—*Re Blyth and Fanshawe.\**

**Practice—Costs—Solicitor and client—Taxation—Shorthand notes—Duty of solicitor.**

In this case the question was raised whether a solicitor can charge his client with costs of shorthand notes and of expert witnesses, which have been disallowed on taxation between party and party. Messrs. Wilkins, Blyth, and Fanshawe were solicitors for one Wells in an action in which he obtained judgment with costs. The case had been referred, and in the course of the arbitration considerable expense had been incurred by the solicitors for shorthand notes and for expert witnesses. On the taxation between party and party, the master disallowed the costs of the shorthand notes, and allowed only a portion of the expenses of the experts. On the taxation between solicitor and client the master disallowed the same costs.

On appeal the master's order was affirmed by Lord Coleridge, C.J., from whose decision the present appeal was brought. In their affidavits the solicitors stated that the experts had been engaged by the express authority of Wells, and that they had told their client that the full charges of such witnesses would not be allowed on taxation between party and party. As to the shorthand notes, they stated that Wells authorized them to be taken, and was well aware they were going to be taken. It also appeared that the notes had been used by Wells himself, and also by his counsel and the arbitrator. The client, however, denied all these statements.

The Court (BAGGALLAY and LINDLEY, L.J.J.) affirmed the order as to the shorthand notes, and sent it back to be varied as to the expenses of the experts.

BAGGALLAY, L.J., said it was a general rule, and one very important to be observed in all cases, that if unusual expenses are about to be incurred in the course of an action, it is the duty of the solicitor to inform his client on the point, and not merely to take his authority, but to point out that it may be that the additional expenses will not be allowed on taxation between party and party, whatever be the result of the trial. His lordship was of opinion that credence was to be given to the evidence of the appellants. But assuming Wells had authorized the employment of the shorthand writers, yet the solicitors did not state they had informed him he might have to pay for them even if successful. It must therefore be assumed he was not so told, and therefore the order of the master, disallowing the costs of the shorthand notes, was correct. As to the expenses of the experts, it was stated by the appellants that those witnesses had been employed with the express authority of Wells, who had been informed that their full expenses would not be allowed between party and party. This evidence was to be believed, and, therefore, the taxation should be reviewed on that point.

LINDLEY, L.J., said it was the duty of the solicitors to protect their client against unnecessary expenses, and to point out to him that if he chose to engage shorthand writers, their expenses might not be allowed between party and party. The appellants had not proved they had informed their client, and, therefore, the costs of the shorthand notes should be disallowed, although his lordship was not satisfied that Wells had not authorized them. As to the other point, the solicitors had satisfied the burden of proof cast on them. The order should, therefore, be sent back to be reviewed as to the expenses of the experts. Although a master has, in cases of this description, the same discretion between party and party that he has between solicitor and client, it does not follow that what is reasonable in the former case is reasonable in the latter. Of course that which it is reasonable to allow between party and party may be reasonably allowed between solicitor and client, but the converse is not true.—SOLICITORS, Wilkins, Fanshawe, & Dutton; J. S. Tinkler.

#### COUNTY COURTS.

##### HERRFORD.

(Before ARUNDEL ROCKS, Esq., Judge.)

Dec. 12.—*Thomas v. Witney.*

This was an equity plaint for the foreclosure of a mortgage. Garrold was for the plaintiff, and Corner represented the defendant.

His Honour: There is no affidavit filed in support of the facts.

Garrold: I apprehend it is not necessary.

His Honour: I made an order long ago that in bankruptcy and equity matters I required to have papers filed, otherwise I must have the witness examined. I follow the Court of Chancery. In the whole of my district I have laid down in bankruptcy and equity cases that I must have an affidavit filed in support of the facts.

Garrold: Have you power to lay down such a rule?

His Honour: Yes.

Garrold: I apprehend not.

His Honour: I have.

Garrold: I am prepared to prove my case in accordance with the rules of the court.

\* Reported by C. A. FARAD, Esq., Barrister-at-Law.

**HIS HONOUR:** What I have done is for the convenience of solicitors and witnesses.

**Garrold:** differed from the judge, and thought the arrangement caused extra expense.

**HIS HONOUR:** I must have an affidavit here, for I cannot make an exception.

**Garrold:** Do you refuse to hear the case because you have no affidavits filed? I submit you have no power to refuse to hear the case because an affidavit has not been filed.

**HIS HONOUR:** I adjourn the case to have the affidavits filed.

**Garrold:** I press upon you, and ask you, to hear the case now. I submit you have no power to refuse to hear it.

**HIS HONOUR:** Excuse me, Mr. Garrold, but I have.

**Garrold:** Further, may I ask how long has the affidavit to be filed before the hearing?

**HIS HONOUR:** I will hear the case on Friday, if the affidavit is filed before that day.

**Garrold:** I should like to know if your order is in writing? If so, I should like to see it.

**HIS HONOUR:** I now make the order, "Case adjourned for the affidavit of facts to be filed."

**Garrold:** Will your Honour inform me where I can obtain a copy of the rule which you have ordered?

**HIS HONOUR:** It is not for me to do that.

After some further conversation.

**Garrold:** May I ask, when affidavits are filed, if the witnesses have to attend?

**Corney:** said if no affidavits were filed in answer, the affidavit would be taken as evidence.

**HIS HONOUR:** said he must follow as near as he could the order of the court.

**Garrold:** again asked for a copy of the rule of the court.

**HIS HONOUR:** If you take your book you will find the rule.

**Garrold:** There is no such rule, or else I should have heard of it before now.

Priest has limited his practice, and occupied his spare time in historical and genealogical researches. He had been a widower many years, and leaves seven children. His second son, Mr. John Edwards Price, is in practice as a solicitor, and holds several public appointments at Newent.

## THE REMOVAL OF THE GUILDFHALL SITTINGS TO THE ROYAL COURTS.

The following memorial has been signed by the under-mentioned firms of solicitors practising in the City of London, and addressed to the Lord Mayor, Aldermen, and Commonalty, in favour of the removal of the Guildhall Sittings to the Royal Courts of Justice:—

"To the Lord Mayor, Aldermen, and Commons of the City of London, in Common Council assembled,

"We, the undersigned solicitors, practising in the City of London, beg respectfully to state that, in our opinion, it is desirable and will be of benefit to the merchants, shipowners, underwriters, and others, who are from time to time suitors in the High Court of Justice, if the Lord Mayor, Aldermen, and Commons of the City of London, in Common Council assembled, request, in accordance with section 20 of the Courts of Justice Building Act, 1865, that the trials at *Nisi Prius* hitherto held within the City of London shall hereafter be tried at the courts authorised to be erected by that Act.

"DRUCES, JACKSON, & ATTLEE; HOLLAMS, SON, & COWARD; MARKBY, STEWART, & CO.; PARKER, GARRETT, & PARKER; WILSON, BRISTOW, & CARPNAEL; JANSON, COBB, & PEARSON; JOHNSON, UPTON, BUDD, & ATKLEY; LINKLETERS & CO.; PAINES, LAYTON, & POLLOCK; LAWRENCE, PLEWS, & BAKER; DAWES & SONS; MURRAY, HUTCHINS, & CO.; WALTONS, BUBB, & WALTON; STIBBARD, GIBSON, & CO.

"London, December 14, 1882."

## OBITUARY.

### MR. WILLIAM MOON.

We announce in our present issue the decease, on the 10th inst., of Mr. William Moon, of 15, Lincoln's-inn-field, and 45, Portsdown-road, W. On the morning of the 9th he left his home in his usual health and in good spirits to proceed to his chambers. At about one o'clock he went to have his lunch at the Inns of Court Hotel, and while waiting fell down in a fit. He was at once carried to a bedroom on the same floor, where he remained till he died. He rallied after a short time, and the medical man who had been called in did not think that there was any serious reason for apprehension. He passed the night favourably, but, at ten o'clock the next morning, a second attack supervened, from the effects of which he died. The funeral took place at Highgate Cemetery on the 15th inst., when a numerous party—of whom some came from Exeter and others from Swindon—assembled around the grave to pay the last tribute of respect to his memory. The coffin was covered with wreaths of choice flowers sent by friends. The burial service was read by an old friend of the family. Mr. Moon was sixty-two years of age, and had been thirty-six years in business as a solicitor. After an arduous struggle he had succeeded in obtaining a large and lucrative practice, more especially among clients whose affairs were rather of a private than a public character. During his professional career the best known case in which he was engaged was the action for libel arising out of the Cricklade election in 1868, brought by the Hon. F. Catogan against Joshua Piger, the editor of the *North Wiltshire Gazette*. Mr. Moon was solicitor for the defendant, and saw from the first that there would be a verdict against him, but the case was so well managed by Sir Hardinge Giffard and the late Mr. Henry Macnamara that it ended in a virtually drawn battle, the jury awarding the plaintiff only £20 damages. Mr. Moon was a man of great shrewdness. His caution led him to put before those who consulted him the most unfavourable views of what would happen in the event of the failure of legal proceedings. No client who gave him his confidence ever withdrew it. Increased acquaintance with him tended to strengthen reliance upon his legal knowledge, upon his judgment, and upon his faithfulness to the interests of the client. None ever doubted his high honour, or failed to appreciate his conscientious and upright character. In private life he was a man of quiet and unassuming demeanour, loved by his friends and never failing to retain their goodwill. His removal leaves a gap in the circle in which he moved not likely soon to be filled. He leaves eight children to mourn their irreparable loss.

### MR. WILLIAM PRICE.

Mr. William Price, solicitor, Abergavenny, died at his residence, Glynantyllian, near that town, on the 22nd ult., in his eighty-third year. Mr. Price was born on the 9th of December, 1799, and was admitted in 1820, and had practised at Abergavenny until two and a half years ago, when he was seized with the illness which confined him to his bed until his death. Mr. Price had the reputation of being a very skilful conveyancer, and, prior to the establishment of county courts, he was a most successful practitioner at the assizes. In 1850 he was elected solicitor to the Abergavenny Freehold Land Society, who purchased two estates, which are now built upon, and form important suburbs of the town. For many years past Mr.

## SOCIETIES.

### SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution on Wednesday, December 13, Mr. Herbert Tritton Sankey, of Canterbury, in the chair, the other directors present being Messrs. Asker (Norwich), Brook, Hedger, Keys, Rickman, Rose, Smith, and Woolbert (Mr. Effe, secretary). A sum of £385 was distributed in grants of relief; three new members admitted; a bequest of £100, under the will of the late Mr. Henry Spence Fairfoot, solicitor, reported as received, and other general business transacted.

### GRESHAM LIFE ASSURANCE SOCIETY.

The thirty-fourth ordinary general meeting of this society was held at the society's offices, St. Mildred's House, Poultry, on the 14th inst., Mr. W. H. Thorthwaite presiding.

The ASSISTANT-SECRETARY (Mr. Joseph Allen) read the notice, and also the director's and auditors' reports.

The CHAIRMAN.—Gentlemen, I shall have much pleasure in moving the adoption of the report which have just been presented to you. It must be satisfactory to all the members of our society that this thirty-fourth year is marked as being a year in which by far the largest amount of new business has ever been presented in a like period in the existence of the society. During the year several new branches were inaugurated, and a very energetic propaganda for life assurance was instituted through all the different branch offices and agents of the society. This was done for two main objects. One, I need hardly say, was for obtaining new business; the other—equally important—was for the retention of the business we have obtained. I think that the report which has just been presented to you will show that in the former of these objects the directors have been very successful. As regards the other, our directors have every confidence that the steps they have initiated will in future be equally successful. During the year upwards of 5,000 persons applied to this society for life-assurance policies. The whole of those persons were examined and investigated by at least two medical men, and also by the staff of the society, and subsequently by the directors in this house. The result of that examination was that 1,511 of those proposals were not found acceptable to the society from various causes. There were, therefore, 6,584 proposals accepted, and policies were issued for the same, the result being an income of £74,855 in the new premium income applicable to the year. However large this may be it does not represent the real amount of annual income derivable from the business obtained during the year, in consequence of a number of half-yearly and quarterly payments becoming payable after the closing of the year's accounts. If these are taken into consideration, we have a sum of upwards of £82,000 as really representing the premium income derived from the new business operations of the society during the past year. To this must be added the money received for annuities—upwards of £149,000—showing the magnitude of the new business transacted by the society. The accounts commenced with an available balance of £2,307,732, and after the transactions of the year, there remained a balance of £2,104,887, showing an amount of £196,855 as the savings of the year in this respect. But to this there is to be added the sum of £34,609 which was paid for surrenders—a species of investment, inasmuch as it represents the

Dec. 23, 1852.

## THE SOLICITORS' JOURNAL.

121

cancellation of contingent liabilities of considerably more than a quarter of a million. If then to that £196,895 be added the £34,000, we have £231,507, which may fairly be assumed as the savings of the year. It also must be satisfactory for the members, I think, to find from the elaborate investigations of our actuary, Mr. Curtis, that there is an available balance which enables the directors to declare a surplus of £90,000. That sum, I think, must be satisfactory, considering the fact that the interest on money is now very low, and has been for some time past, and also that you cannot get first-class investments except at a very low rate of interest; also from the frequency, every three years, when these divisions take place. I find that during the last three years, the society has paid upwards of one million to its policy-holders, and that during the time of its existence, it has so far done its duty to the policy-holders, that it has paid upwards of four millions both in claims for death and endowments. We have finished at the date of the balance-sheet with an income of upwards of £600,000, and with available assets—it may be said with money in our coffers—of upwards of £3,174,000. I think these considerations must be satisfactory, and I personally, and the directors generally, congratulate the society on the progress it has made during the last thirty-four years. With these few observations, I beg to move "That the directors' and auditors' reports be received and adopted."

Mr. EDWARD SULLY, F.R.S., seconded the report, and said that during the last few years the society had become older, stronger, wiser, and richer. The liabilities had considerably increased, but so also had the assets. During past years he had several times drawn their attention to the objectionable character of the assurance of family lives under certain circumstances. He always looked with great suspicion on the assurance of any family where there was not a clear and definite evidence of interest. During the last year he had seen a further development of this species of assurance—viz., the assurance of children. Some years ago they used to hear a good deal about burying clubs, and it was said that the children were sacrificed for some small sum. This had died out, but he was afraid that something of this sort was creeping into the higher ranks of society. He objected to the principle of insuring the lives of children except on the same principle that a man insured his house. If he insured his house in one office for £1,000, and for the same amount in another office, he could not claim the £2,000 if his house were burnt. But in the case of children there was nothing to prevent a man making a large sum of money on the life of an unfortunate child. At the present time there was nothing to prevent a man insuring a young child in many offices, and making a large amount upon its death.

The resolution was then put to the meeting and carried unanimously.

Mr. T. H. DEVONSHIRE next moved the re-election of the retiring directors, Messrs. H. C. T. Beadnell, W. H. Thorntwaite, and George Tyler.

Mr. EWING seconded the resolution, which was agreed to.

Mr. TYLER returned thanks.

Mr. FISH then proposed the re-appointment of the auditors, Messrs. Ladbury and Venn.

Mr. EWING seconded the resolution, which was also carried.

The CHAIRMAN.—I have a vote of thanks to propose, which shall be a general one. It is a matter that we feel very strongly upon, as we are indebted to them very much for the prosperity of the society. I am, therefore, certain that I shall have you with me when I propose, "That the thanks of this meeting be given to the actuary and staff, to our legal and medical officers, and to the auditors."

Mr. J. HANCOCK seconded the resolution, which was very cordially received.

Mr. ALLEN and Mr. DEVONSHIRE returned thanks.

A cordial vote of thanks to the chairman for his conduct in the chair closed the proceedings.

## LAW STUDENTS' JOURNAL.

## UNITED LAW STUDENTS' SOCIETY.

The annual meeting of this society was held on Wednesday, December 13, at Clement's-inn Hall. After the general business of the evening had been disposed of, the secretary of the "Spence Prize" Committee gave notice that the prize had been awarded to Mr. Hugh Fraser, of the Inner Temple, for his essay on "Trial by Jury." The chairman then called upon the officers of the society to present their reports. The secretary, treasurer, librarian, secretary for societies in union, and secretary of the legal correspondence department, presented and read their reports to the meeting, from which it appeared that, during the past year, 43 new members had joined the society, and the several departments were in a flourishing condition, and new connections had been made with provincial societies. The past year has exceeded all previous years as regards the finances of the society, the treasurer's balance-sheet showing a good surplus in his hands, after paying all expenses. The librarian's report was equally satisfactory, many additions having been made, and new works presented to the library by some of its members. The officers of the society for the new year were declared duly elected by the chairman.

## BIRMINGHAM LAW STUDENTS' SOCIETY.

At the meeting of this society, held on Tuesday evening last, the 19th inst., in the Law Library, a debate took place on the following moot point: "Should a fraudulent misrepresentation in the prospectus for the

promotion of a company be sufficient in itself to induce the court to order its being wound up, if the fraud has been waived by a majority of shareholders at a general meeting?" Messrs. R. C. Rogers and Coley spoke for the affirmative, and Messrs. A. L. Jankyn Brown and Gover for the negative. The meeting decided in favour of the negative by a majority of three votes. This was the last meeting of the autumn session.

## LIVERPOOL LAW STUDENTS' ASSOCIATION.

The sixth meeting of the session of this association was held at the Law Library on Monday evening, the 11th inst., Mr. W. J. Sparrow, barrister-at-law, in the chair. A most interesting paper on "The Codification of the English Criminal Law" was read by Mr. G. X. Segar, barrister-at-law, in which he urged that many alterations in the existing law were desirable. After a short discussion, the meeting was brought to a close by passing a cordial vote of thanks to Mr. Segar for his paper. There were nineteen members present.

## LEGAL APPOINTMENTS.

Mr. JOHN GREENFIELD, of the firm of Greenfield & Abbott, 37, Queen Victoria-street, E.C., has been appointed a Commissioner for taking Affidavits in and for the Courts in Ontario, Canada.

Mr. JOHN BAILEY HOLROYDE, solicitor, of Halifax, has been appointed Clerk to the Magistrates for the Halifax and Todmorden Divisions of the West Riding of Yorkshire. Mr. Holroyde is also clerk to the magistrates for the borough of Halifax. He was admitted a solicitor in 1850.

Mr. THOMAS MUSGRAVE FRANCIS, solicitor, of Cambridge, has been appointed Solicitor to the University of Cambridge, in succession to Mr. Samuel Pease, deceased. Mr. Francis was admitted a solicitor in 1874. He was educated at Trinity College, Cambridge, where he graduated in the second class of the Law and History Tripos in 1870.

Mr. ROBERT GEORGE WYNDEHAM HERBERT, D.C.L., C.B., Permanent Under-Secretary of State for the Colonies, has been created a Civil Knight Commander of the Order of the Bath. Sir R. Herbert is the son of the Hon. Algernon Herbert, and was born in 1831. He was educated at Eton, and he was formerly fellow of Balliol College, Oxford, where he graduated second class in *Literae Humaniores* in 1854. He obtained the Hartford Scholarship in 1851, the Ireland Scholarship and the Chancellor's Prize for Latin verse in 1852, and the Eldon Law Scholarship in 1854; and he was afterwards elected fellow of All Souls College, and proceeded to the degree of D.C.L. He was called to the bar at the Inner Temple in Easter Term, 1855, and he formerly practised in the Court of Chancery. He was for some time private secretary to Mr. Gladstone, and he was appointed colonial secretary of Queensland in 1859. He was Premier of that colony from 1860 till 1865, when he returned to England. He was assistant-secretary to the Board of Trade from 1866 till 1870, when he was appointed an Assistant Under-Secretary of State for the Colonies, and in the following year he became Permanent Under-Secretary. Sir R. Herbert is a civil companion of the Order of the Bath, and secretary to the Order of St. Michael and St. George.

Mr. ONEALME SMART BARTLETT, solicitor, of Paignton and Torquay, has been appointed Town Clerk of the Borough of Dartmoor. Mr. Bartlett was admitted a solicitor in 1871.

Mr. JOHN WOODMAN, barrister, of Calcutta, has been appointed to act as Deputy-Secretary to the Government of India in the Legislative Department. Mr. Woodman was called to the bar at the Middle Temple in Michaelmas Term, 1865. He is one of the judges of the Small Causes Court at Calcutta.

Mr. ARTHUR MILLS TARLETON, barrister, has been appointed Queen's Advocate for the West African Settlements. Mr. Tarleton was formerly scholar of St. Peter's College, Cambridge, where he graduated B.A. in 1873, and he was called to the bar at the Inner Temple in Trinity Term, 1875. He is a member of the Oxford Circuit.

Mr. SAMUEL MAPLES, solicitor and notary (of the firm of Maples & McCraith), of Nottingham, has been appointed Under-Sheriff of the Town and County of the Town of Nottingham for the ensuing year. Mr. Maples was admitted a solicitor in 1859.

## DISSOLUTIONS OF PARTNERSHIPS.

WILLIAM BURCHELL, WILLIAM BURCHELL, the younger, and JAMES WARD BURCHELL, solicitors, 5, The Sauchie, Westminster (Burcheall). November 20. William Burcheill, William Burcheill, the younger, William George Wilde, James Ward Burcheill, and Charles Tufnell Dyne Burcheill will continue to carry on the business under the firm of Burcheill & Co.

GEORGE BELLAMY NALDER and THOMAS BABINGTON JONES, solicitors, Barrow-in-Furness (Nalder & Jones). December 16. The business will in future be carried on by the said George Bellamy Nalder.

[*Gazette*, Dec. 19.]

We have received from Messrs. De la Rue & Co. some specimens of the anti-stylograph pen, the peculiarity of which is that it carries a pen with an ordinary nib, so preserving the characteristics of handwriting. We can speak to the great utility and convenience of the pen, which is simply invaluable to persons requiring to write rapidly.

## COMPANIES.

## WINDING-UP NOTICES.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY

**ALDERSON'S DAIRY FARM, LIMITED.**—Petition for winding up, presented Dec 9, directed to be heard before Chitty, J., at the Rolls Court, Chancery lane, on Saturday, Jan 13. Lovell, Union court, Old Broad st, solicitor for the petitioners

**ASPHALTIC WOOD PAVEMENT COMPANY, LIMITED.**—Petition for winding up, presented Dec 9, directed to be heard before Bacon, V.C., on Jan 13. Smith and Son, Gresham House, solicitors for the petitioners

**CLIVIGER BREWERY COMPANY, LIMITED.**—By an order made by Bacon, V.C., dated Dec 5, it was ordered that the company be wound up. Benning and Co, King st, Cheapside, agents for Backhouse and Froster, Burnley, solicitors for the petitioners

**CWM AYON ESTATE AND WORKS COMPANY, LIMITED.**—Creditors are required, on or before Jan 9, to send their names and addresses, and the particulars of their debts or claims, to Edward Ebenerer Price, 3, Lothbury, Tuesday, Jan 23, at 11, at chambers of Chitty, J., is appointed for hearing and adjudicating upon the debts and claims

**INDIAN CO-OPERATIVE AGENCY LIMITED, NORTH, J.**, has, by an order dated Aug 29, appointed Frederick Whinney, Old Jewry, to be official liquidator. Creditors are required, on or before Mar 20, to send their names and addresses, and the particulars of their debts or claims, to the above. Monday, April 30, at 11, at chambers of Chitty, J., is appointed for hearing and adjudicating upon the debts and claims

**NEW TUDOR'S SWIFTE COMPANY, LIMITED.**—By an order made by Bacon, V.C., dated Dec 6, it was ordered that the company be wound up. Morgan and Harrison, Old Jewry, solicitors for the company

**XIXTH CENTURY PRINTING COMPANY, LIMITED.**—Chitty, J., has fixed Saturday, Dec 23, at 11, at his chambers, for the appointment of an official liquidator

[*Gazette*, Dec. 15.]

**GEORGE DROVER AND COMPANY, LIMITED.**—Petition for winding up, presented Dec 16, directed to be heard before Kay, J., on Jan 12. Ellis and Co, St Swithin's lane, solicitors for the petitioners

**LONDON AND PROVINCIAL HOUSE, LAND, MORTGAGE, AND INVESTMENT COMPANY, LIMITED.**—Petition for winding up, presented Dec 18, directed to be heard before Fry, J., on Jan 12. Clarkson and Co, Carter lane, Doctors' commons, solicitors for the petitioners

**NORTH CARDIGANSHIRE SILVER LEAD MINING COMPANY, LIMITED.**—Petition for winding up, presented Dec 18, directed to be heard before Chitty, J., on Saturday, Jan 13. Moore, Finsbury circus, agent for Roberts and Evans, Aberystwyth, solicitors for the petitioners

**NORTH CARDIGANSHIRE SILVER LEAD MINING COMPANY, LIMITED.**—Petition for winding up, presented Dec 19, directed to be heard before Bacon, V.C., on Saturday, Jan 13. Hughes, Bedford row, solicitor for the petitioners

**NORWAY COPPER MINE COMPANY, LIMITED.**—Petition for winding up, presented Dec 18, directed to be heard before Kay, J., on Jan 12. Gasquet and Metcalfe, Idol lane, Great Tower st, solicitors for the petitioners

**SILKSTONE AND HALG MOOR COAL COMPANY, LIMITED.**—By an order made by Bacon, V.C., dated Dec 11, it was ordered that the voluntary winding up of the company be continued. Badham and Williams, Salter's Hall, court, agents for Marsden and Co, Wakefield, solicitors for the petitioners

[*Gazette*, Dec. 19.]

## COUNTY PALATINE OF LANCASTER.

## UNLIMITED IN CHANCERY

**FIRST NEW CROSS PERMANENT BENEFIT BUILDING SOCIETY.**—Petition for winding up, presented Dec 14, directed to be heard before the Vice-Chancellor, at the Assize Courts, Strangeways, Manchester, on Tuesday, Jan 9. Garthwaite, Manchester, solicitor for the petitioners

[*Gazette*, Dec. 19.]

## FRIENDLY SOCIETIES DISSOLVED.

**CHURCH LAWFORD FRIEND-IN-NEED SOCIETY.** Church Lawford, Warwick. Dec 15  
**PRIMITIVE METHODIST FRIENDLY SOCIETY.** Primitive Methodist Chapel, Motcombe, Dorset. Dec 13  
**VICTORIA LODGE, 107, UNITED FEMALE FORESTERS.** Bull's Head Inn, Bacup, Lancaster. Dec 15

[*Gazette*, Dec. 19.]

## CREDITORS' CLAIMS.

## CREDITORS UNDER ESTATES IN CHANCERY.

## LAST DAY OF PROOF.

**CADMAN, GEORGE, Mosbroy, Eckington, Derby, Farmer.** Jan 5. Cadman v Booth, Chitty, J. Dust, Eckington

**CHILD, EDWARD EDMUND, High st, Shadwell, Pawnbroker.** Dec 30. Child v Nathan, Chitty, J. Dicker, Gutter lane

**FACEY, JOHN, Bristol.** Jan 5. Lawrence v Facey, Chitty, J. Wood, Bristol

**JOHNSON, HENRY JOHN, Bournemouth, Gent.** Dec 30. Clare v Clare, Bacon, V.C. Keene, Market lane

**PEPLow, JOSEPH, Eastbourne, M.D.** Jan 5. West v Peplow, Fry, J. Mathews, Great Russell st

**STEVENSON, WILLIAM, King st, Covent garden, Carpet Warehouseman.** Jan 10. Stevenson v Stevenson, Chitty, J. Reeves, Warwick st, Regent st

**SUMMER, WILLIAM, Rotherfield, Sussex, Farmer.** Jan 20. Williams v Summer, Kay, J. Simpson, Tunbridge Wells

**WHITTLE, CHARLES, Bristol, Gent.** May 10. Whittle v Neilson, Fry, J. Darley, Bedford tow

[*Gazette*, Dec. 8.]

**BURKILL, EDWIN, Goole, York, Corn Factor.** Jan 9. Burkhill v Burkhill, Chitty, J. Everett, Goole

**HICKY, JAMES, Graham rd, Dalston, Gent.** Jan 12. Hicky v Colmer, Kay, J. Johnson, Lombard et

**KING, GERTRUDE PHILLIPINE, Llanguamarsh, Brecon.** Jan 10. King v Edlin, Fry, J. Owen, Builth

**LODDY, MATILDA, Cambridge villas, Gunnersbury.** Dec 30. Jones v Hill, Bacon, V.C. Wedlake, Serjeant's inn, Fleet st

**MANLEY, JOHN, Millbaye, Devon, Farmer.** Jan 10. Lutley v North, Kay, J. Cockram, Tiverton

**MUCKLOW, JOHN SAMUEL, Worcester, Retail Baker.** Jan 10. Budgett v Mucklow, Fry, J. Thorn, Worcester

**NORTON, ELIZABETH, South Walsham, Norfolk.** Jan 5. Mallett v Lemmon, Kay, J. Brock, Norwich

**UPTON, THOMAS, Hurstpierpoint, Sussex, Yeoman.** Jan 11. Parsons v Upton, Bacon, V.C. Stickley, Brighton

[*Gazette*, Dec. 12.]

**BENNY, JOHN, Stainton le Vale, Lincoln, Farmer.** Jan 12. Benny v Holt, Chitty, J. Allison, Louth

**BOLTON, ROBERT LEWIS, Liverpool, Merchant.** Jan 13. Halley v Bolton, Registrar of Liverpool district

**COPELAND, HARRIET, Malvern Wells, Worcester.** Jan 12. Moore v Copeland, Chitty, J. Roscoe, Lincoln's inn fields

**NEWINGTON, JOSEPH JOHN, Wadhurst, Sussex, Esq.** Jan 20. Hughes v Newington, Fry, J. Hughes, Bedford st, Covent garden

**PERCY, HUGH JOSCELIN, Eskrigg Wigton, Cumberland, Esq.** Jan 12. Percy v Percy, Bacon, V.C. Tyree and Co, Essex st, Strand

**TURNBULL, JAMES, Newcastle upon Tyne, Jeweller.** Jan 15. Bunn and Dick v Turnbull, Chitty, J. Elsdon, Newcastle upon Tyne

**WAITE, JAMES, Colne, Lancaster, Gent.** Jan 11. Waite v Waite, Bacon, V.C. Wright, Skipon

**WITTINGTON, JAMES, Manchester.** Jan 15. Bannister v Ashurst, Kay, J. Norris, Tenbury

[*Gazette*, Dec. 15.]

**CUTHBERT, WILLIAM, Barrow upon Humber, Lincoln, Miller.** Jan 16. Westoby v Cuthbert, Chitty, J. Mason, Barton upon Humber

**HAINES, GEORGE WILLIAM, Gloucester.** Jan 10. Haines v Woodward, Fry, J. Gardner, Lincoln's inn fields

**LAWKIN, GRACE, Canterbury, Kent.** Jan 11. Ramsden v Harrison, Bacon, V.C. Sankey, Canterbury

**LATIMER, JOHN, Leeds.** Jan 20. Lawson v Latimer, Kay, J. Couldwell, Gracechurch st

**WHITTLE, EDWARD, Over Darwen, Lancaster, Joiner.** Jan 25. Whittle v Whittle, Fry, J. Broadbent, Over Darwen

[*Gazette*, Dec. 10.]

## CREDITORS UNDER 22 &amp; 23 VICT. CAP. 35.

## LAST DAY OF CLAIM.

**AFFLECK, GILBERT, Leominster, Hereford, Esq.** Feb 1. Collette and Collette, Lincoln's inn fields

**AKER, THOMAS, Goring, Oxford, Gent.** Jan 1. Ravenor, Witney

**ASHTON, HENRY, Maidstone, Kent, Bookbinder.** Jan 18. Stephens, Maidstone

**BARNES, MARGARET, Bristol.** Dec 30. Harwood, Bristol

**BOWMAN, MARY, Hastings, Sussex.** Feb 1. Phillips and Cheeseman, Hastings

**BRAZIER, THOMAS, SHAKLAND, Appledore, Devon, Builder.** Jan 8. Rooker and Brazley, Bideford

**DANIEL, ALEXANDER, WRIGHT, Gloucester place, Portman sq, Esq.** Feb 10. Carials and Ordell, New sq, Lincoln's inn

**DREWELL, SAMUEL, Weymouth st, St Marylebone, Cowkeeper.** Jan 1. Hird, Fitzroy st, Gale, Jacob, Okehampton, Devon, Horse Keeper.

**HUTTON, MARY ANNE, Bolton, Lancaster.** Dec 21. Taylor, Bolton

**MOFFETT, WILLIAM, Newcastle-upon-Tyne, Butcher.** Jan 12. Arnott and Swan, Newcastle-upon-Tyne

**MOORE, CHARLES, Derby, Wholesale Jeweller.** Jan 15. Sale and Mills, Derby

**Moss, GEORGE, Thorpe, Surrey, Gent.** Jan 8. Berry and Co, Chancery lane

**NICHOLSON, WILLIAM, Berwick-upon-Tweed, Clock and Watch Maker.** Feb 22. Weddell, Berwick-upon-Tweed

**POTTS, SAMUEL, Wimblsow, Chester, Labourer.** Jan 10. Ritson and Grundy, Manchester

**RAVENSHAW, REV THOMAS FITZ ARTHUR TOMIN,** Cumberland ter, Regent's park, Clerk. Dec 30. Hunter, Co, New sq, Lincoln's inn

**RODGER, ROBERT, Hadlow, Kent, Esq.** Jan 1. Kearsey and Co, Old Jewry

**SHAWE, MARY MARIA, Maple Hayes, near Lichfield, Stafford.** Jan 15. Hinckley and Co, Lichfield

**STEELE, EMILY MYRA, Beaminster, Dorset.** Jan 10. Tozer and Whitborne, Teignmouth

**TAYLOR, JOHN, Great Wymondley, Hertford, Farmer.** Jan 15. Wright, Hitchin

**TURBELL, SAMUEL, New Windsor, Berks, Doctor of Medicine.** Dec 23. Long and Co, Windsor

**WILLIS, ANNE FRANCES, Winchester, Southampton.** Dec 20. Foster, Aldershot

[*Gazette*, Dec. 5.]

**ALLCOCK, ANERLEY, Harborne, Stafford, Surgeon.** Jan 16. Beece and Co, Birmingham

**ALPE, CHARLES HAMOND, Skipton, York, Gent.** Dec 18. Rice and Co, Boston

**BRENT, WILLIAM, Nottingham, Victualler.** Jan 13. Burton and Co, Nottingham

**BUXTON, THOMAS, Cheirmonth, Derby, Gent.** Jan 31. Taylor, Bakewell

**CAPE, JOHN SWEET, Exeter, Chemist.** Jan 18. Tozer and Co, Exeter

**CRABBE, CHRISTIAN, FREDERICK, Sturry, nr Canterbury, Kent, Gent.** Jan 6. Hughes, Goldhawk rd, Shepherd's Bush

**DAWSON, THOMAS, Repton, Derby, Farmer.** Jan 16. Briggs, Derby

**ELLWOOD, THOMAS, Grantchester, Cambridge, Farmer.** March 25. Wayman, Cambridge

**FROST, WILLIAM, STUTTER, Thorrington, Essex, Farmer.** Jan 15. Turner and Co, Colchester

**GILES, RICHARD, Torquay, Devon, M.D.** Jan 15. Hooper and Wollen, Torquay

**GILLILAN, EDWARD HUBSON, Cheltenham, Gloucester, Esq.** Jan 10. Miller and Co, Liverpool

**GRIFFITH, ALICE, Birkenhead, Chester.** Dec 23. Thompson, Birkenhead

**HOLBROOK, THOMAS, Belper, Derby, Farmer.** Dec 30. Walker, Belper

**HOLLIE, SIDNEY, Plato rd, Acre lane, Brixton, Gent.** Jan 19. Guillaume, Salisbury sq, Fleet st

**HORNY, GEORGE GREEN, Aigburth, near Liverpool, Esq.** Jan 10. Miller and Co, Liverpool

**JONES, JAMES CLIVE, Market Drayton, Salop, Land Surveyor.** Jan 22. Pearson, Market Drayton

**KITE, SARAH, Crewkerne, Somerset.** Jan 31. Sparks and Blake, Crewkerne

**LOCKETT, CHARLES, Commercial Sale rooms, Mincing lane, Commission Agent.** Jan 20. Marsh, Fen ct, Fenchurch st

**MORGAN, JOSEPH, Manchester, Pewterer.** Jan 15. Vandrey, Manchester

**O'NEILL, FRANCIS, Lewisham, Kent, Accountant.** Jan 20. Saw, New Cross rd

**PARKER, SOPHIA ELIZABETH, Leamington, Warwick.** Jan 15. Stuart and Tull, Gray's Inn sq

**PRIEST, ALFRED, Haslemere, Surrey, Licensed Victualler.** Jan 10. Priest, Station rd, Willesden Junction

**RODGET, MILES, Sandford, nr Wareham, Dorset, Gent.** Feb 1. Lacey

**ROPER, HENRY, Cheltenham, Gloucester.** Jan 8. Drew, Cheltenham

**RUSSELL, ALEXANDER, Ashford, Kent, Saddler.** Jan 16. Hallett and Co, Ashford

**SHAWE, MARY MARIA, Maple Hayes, nr Lichfield, Stafford.** Jan 15. Hinckley and Co, Lichfield

**SHEPHERD, HENRY, Crewkerne, Somerset, Gentleman's Servant.** Jan 31. Sparks and Blake, Crewkerne

**TELFORD, JOHN, Whitefield, Lancaster, Surgeon.** Dec 30. Openshaw, Bury

**THIMES, ELIZABETH ANNE, Queen st, Cheapside.** Dec 27. Shephard, College st, College hill

**TRUMPER, ANN MARY SWIFT, Harrowfield, Middlesex.** Jan 13. Gardiner, Uxbridge

**TUDOR, HENRY, Threadneedle st, Stockbroker.** Jan 31. Garrard and Co, Suffolk

**WAITE, WILLIAM HENRY, Ferndale rd, Bedford rd, Clapham, Gent.** Jan 20. Ingram and Co, Lincoln's inn fields

ALEX, BREW, BROOK, COX, COLE, COTTAN, SON, CO., COWPER, DAVID, ELLIS, FOSTER, FOWLER, GIFFORD, KELLY, TIDEWELL, MURDO, NIXON, MACCLE, PAGE, NICHOLSON, BUDGE, POCOCK, RICHARD, TAYLOR, ROBERT, H. S., SCOTT, J., STEWART, LIVERPOOL, TURTON, KENDAL, WHIZLACK, BRISTOL, WISSET, CAVENDISH

WHITELEY, JOHN, Bramcote, Nottingham, Lace Manufacturer. Jan 13. Burton and Co, Nottingham  
WILCOCK, ELIZABETH, Halifax, York. Jan 25. Longbottom, Halifax.  
[Gazette, Dec. 8.]

BENNET, JANE, Liverpool. Jan 20. Brenner and Co, Liverpool  
BIRKBY, ROBERT, Birstal, York, Gent. Jan 20. Chambers and Chambers, Brighouse  
BOLLIDGE, JAMES, South Pengo Park, Surrey, Builder. Jan 31. Powell, St Swithin's lane  
BUTLER, CHARLES, SALSBURY, Cazenove, Upper Clapton, Esq. Jan 30. Bradshaw, Cordhill

BUTLER, ELIZABETH, Prince's gate, Hyde park. Jan 30. Bradshaw, Cornhill  
CAPE, JOHN SWEET, Exeter, Chemist. Jan 18. Tozer and Co, Exeter  
CHIMNEY, ROBERT FORSTER, Wanstead, Essex, Builder. Jan 12. Steapole, Pinners Hall, Old Broad st

COOK, EDWARD WILLIAM, South Shoebury, Essex, Foreman of Brickfields. Jan 6. Gregson, Rochford  
COOK, SAMUEL, Nulley, Sussex, Gent. Jan 31. Hortin, Edgware rd, Hyde Park

CROSTHWAITE, ANNA MARIA, Liverpool. Dec 31. Bateson and Co, Liverpool  
DONNE, WILLIAM BODMAN, Weymouth st, Portland place, Esq. Jan 20. Oldman, Old Servants' inn, Chancery lane

DYSDALE, WILLIAM, Three Colt st, Limohouse, General Salesman. Jan 30. Marsh, Fen ct, Fenchurch st

EDWARDS, JOHN STRANGE, Braintree End, Isleworth, Market Gardener. Jan 20. Woodbridge, Brentford

EWES, FRANCES JUSTINA, Highmoor Hall, Henley on Thames, Oxford. Jan 13. Law and Co, New sq, Lincoln's inn

FAIRWATHER, MARY ANN, Penge, Surrey. Jan 10. Woods, Oakfield rd, Penge

FERGUSON-FAWCETT, ANNE ELIZA, Walkington Hall, York. Feb 1. Shepherd and Co, Beverley

FISCHER, GEORGE GOTTFRIED BENJAMIN, Great St Helens, Merchant. Jan 31. Dommett, Gresham st

FOSTER, REV FRANCIS DRAKE, Wells, Clerk. Jan 6. Foster, Wells

FOWLER, RACHEL, Melksham, Wilts. Jan 12. Waterhouse and Winterbotham, New ct, Lincoln's inn

GRIFFITH, JOHN ROBERT, Llanwist, Denbigh, Solicitor. Feb 1. Griffith and Allard, Liverpool

HABER, DAVID, Bristol, Tailor. Jan 15. Bedell, Bristol

HARRISON, ROBERT, Newcastle-upon-Tyne, Tanner. Dec 31. Stanton and Atkinson, Newcastle-upon-Tyne

HILL, CHARLOTTE, Pegwell Bay, Isle of Thanet, Kent, Innkeeper. Jan 16. Tickle, Lawrence Lane, Cheapside

HODGSON, REV HENRY WADE, King's Langley, Hertford. Jan 9. Williams and Co, Lincoln's inn fields

JAMES, ALEXANDER WILLIAM, Weston, near Southampton, Gent. Jan 1. Moody, Derby Jones, JOHN BIRCH, Baschurch, Salop, Farmer. Feb 12. Minshalls and Parry-Jones, Oswestry

KING, THOMAS SIMMONS, Gillingham, Kent, Gent. Feb 12. Stable, Cleveland rd, Wanstead

LOCKETT, DANIEL, Weaste, nr Manchester, Strap Manufacturer. Jan 11. Standing and Taylor, Rochdale

MARSDEN, MARY, Bolton, Lancaster. Dec 30. Taylor, Bolton

MATTHEWS, SAMUEL PORTER, Campions Harlow, Essex, Esq. Jan 31. Gee, Bishop's Stortford

NIGHTINGALE, CHARLES, Newcastle on Tyne, Surgeon Dentist. Jan 31. Radford and Son, Newcastle on Tyne

POUND, REV. WILLIAM, Godshill, I.W., Clerk. Jan 20. Oldman, Old Servants' inn

REVELL, RAYMOND, Horton, Bucks, Farmer. Mar 1. Darvill and Co, New Windsor

RIBTON, RALPH, Castle Side, Durham, Gent. Feb 1. Clayton and Gibson, Newcastle-on-Tyne

ROBINSON, HENRY THOMAS, Lincoln, Gent. Tweed and Co, Lincoln

ROPER, HENRY, Cheltenham, Esq. Jan 8. Drew, Cheltenham

SHAW, FRANK NORRIMONT, Smethwick, Stafford, Ironfounder. Feb 1. Sanders and Co, Dudley

SHAW, MARY MARIA, Maple Hayes, nr Lichfield, Stafford. Jan 15. Hinckley and Co, Lichfield

SIBLEY, ROBERT LACON, Great Ormond st, Bloomsbury, Architect. Feb 1. Mallam, Staple inn

SINGLTON, THOMAS, Bolton, Lancaster. Jan 7. Ryley, Bolton

WINSHIP, JOHN DODSON, Newcastle upon Tyne, Farmer. Dec 31. Stanton and Atkinson, Newcastle upon Tyne

WORMALL, SARAH, Pembridge Villas, Notting Hill. Jan 31. West and Co, Cannon st

[Gazette, Dec. 12.]

ALEX, EPHRAIM, Chichester st, W., Esq. Myer, New Bridge st

BREW, CHARLES ADAMS, Pontrhydyrn, Monmouth, Esq. Jan 24. Edwards, Pontypool

BROOKES, WILLIAM, North Littleton, Worcester, Wheelwright. Jan 10. Byrch and Cox, Evesham

COLE, WILLIAM, Nunhead, Surrey, Bootmaker. Jan 27. Lockyer, Deptford

COTTAM, WILLIAM, Oldham, Lancaster, Cotton Carder. Jan 31. Buckley and Mattinson, Oldham

COWERTHWAITES, MARY ANN, Ardwick, Manchester. Jan 7. May, Macclesfield

DAVIDSON, ELIZABETH, Newcastle-upon-Tyne. Feb 16. Harle, Newcastle-upon-Tyne

ELIAS, ALFRED BENEDICT, York. Mar 1. Wilson, York

FOSTER, FRANCIS DRAKE, Wells, Clerk. Jan 6. Foster, Wells

FURSELL, JAMES, Bradford on Avon, Wilts, Esq. Mar 7. Keary and Co, Chippenham

GIFTORD, SAMUEL, North Cadbury, Somerset. Jan 25. Russ, Cheltenham

HENRY, THOMAS, Ebbs Vale, Monmouth, Innkeeper. Feb 15. Colborne and Ward, Newport

HENDERSON, JANE ANN, Preston, Lancaster. Jan 20. Rowley and Co, Manchester

HOLLIDGES, JAMES, and not BOLLIDGE, as erroneously printed in last Gazette, Wheathill rd, South Pengo Park, Builder. Jan 31. Powell, St Swithin's lane

HUNTER, EDWARD, Welshpool, Montgomery, Gent. Feb 7. Jones, Welshpool

JAMES, CHRISTOPHER, Lawrence Pountney hill, Metal Merchant. Feb 1. James and Co, Merthyr Tydfil

KIRKLEY, STEPHEN, Barnard Castle, Durham, Joiner. Jan 10. Richardson, Barnard Castle

MASON, ELIZA, Brighton. Jan 22. Baileys and Co, Berners st, Oxford st

MORRIS, REV. THOMAS, M.A., Kingsbury, Warwick. Jan 1. Nevill and Atkins, Tamworth

MUDIXMAN, GEORGE, Birmingham, Fruiterer. Jan 18. Milward and Co, Birmingham

NIXON, JAMES, sen., Harrop-within-Rainow, Chester, Yeoman. Jan 9. Mair and Co, Macclesfield

PAGE, NICHOLAS, Commercial rd East, Licensed Virtualler. Jan 31. Layton and Co, Edge tow

POOCOCK, LEWIS, Gower st, Esq. Jan 25. Poocock, Basinghall st

RICHARDSON, JOHN, Tamworth, Warwick, Innkeeper. Jan 1. Nevill and Atkins, Tamworth

ROPER, HENRY, Cheltenham, Gloucester, Esq. Jan 8. Drew, Cheltenham

SCOTT, JAMES COLSON, Plaistow, Essex, Clerk. Dec 31. Rawlins, Gracechurch st

STEWART, ARCHIBALD CHARLES, Huyton, Lancaster, Merchant. Mar 1. Tyrer and Co, Liverpool

TURNOX, BENJAMIN, Staveley, Westmoreland, Gent. Feb 1. Thomson and Wilson, Kendal

WHITLOCK, DAINE HARRIS, Dawlish, Devon. Jan 22. Burch, Exeter

WILCOCKS, MARGARET KNAPP SANDLANDS, Broadway, Worcester. Jan 20. Heaven, Bristol

WRIGHT, MARY ANN, West Brighton, Sussex. Feb 28. Marsden and Wilson, Old Cavendish st

[Gazette, Dec. 15.]

## LEGAL NEWS.

The Royal Courts of Justice will be open from ten a.m. to three p.m. to members of the bar and solicitors, with any friends, on presentation of their cards at the principal entrance in the Strand, on Friday, the 22nd inst., and will be open to the public during the same hours from Monday to Friday next week.

With regard to the decision as to off licences in the case of *Key v. Justices of Darwen*, on which we commented ante, pp. 63, 96, it is stated that the appellants have decided to abandon the idea of proceeding further with the appeal, and their solicitor, Mr. Costeker, has given a notice withdrawing the same accordingly to Mr. Hinde, the clerk to the Darwen magistrates.

At the sitting of the Abergavenny County Court on the 15th inst., there was a large attendance of solicitors to welcome Mr. Selfe, the new judge. Upon taking his seat Mr. J. H. Farquhar said he was requested by the solicitors practising in the court to offer his Honour their congratulations upon his appointment as their county court judge. They had been pleased to read the accounts of the hearty welcome accorded to him by the solicitors in other towns, from which it appeared that his appointment met their unanimous approval. He (Mr. Farquhar) assured them that he would receive the cordial support of all the solicitors practising in this court in the performance of the difficult duties of his office. He hoped that when Sir Henry James became Lord Chancellor he would give practical effect to his opinion that his Honour was "worthy of a still more honourable career," and appoint him to a judgeship in the superior courts. He would like to also pay a tribute of respect to the memory of their late lamented judge, before whom he had the honour of practising for over eighteen years. The late judge was not only a brilliant orator, but an erudit scholar, an able and conscientious judge, well versed in the decisions of the law courts, and one whose judgments were never delivered without due consideration and a deep sense of responsibility. Mr. H. L. Baker (the registrar), on the part of the other officials of the court not represented by Mr. Aldridge, said he also desired to pay a tribute to the memory of their late highly respected judge. He had been associated with him as a professional man for upwards of thirty years, and he left deeply the loss his death had caused. He believed, however, there was a bright side to the picture—his mantle seemed to have fallen on worthy shoulders, and it was to be hoped that when Judge Selfe was promoted to the superior office, or retired from the bench, he would receive the same tributes of respect paid to that kind-hearted English gentleman and English lawyer that had now gone to his rest. His Honour, who seemed deeply moved, said: I thank you for the very kind and cordial welcome which you have given me here to-day. It has been a source of very great gratification and encouragement to me that at every court in this circuit I have been received with expressions of cordiality from the practitioners whose duty it will be to appear before me, and with whom I shall be associated. It is natural that the first thought in every mind on such an occasion as this should be one of regret at the loss of the accomplished judge who presided over the courts of this circuit since they were first instituted in 1847; and it has been a very great gratification to me, though I have not the pleasure of knowing him personally, and a great gratification also to the relatives, who now mourn his loss, to hear of the unanimous expressions of regret with which his loss is felt. I feel it is a difficult task to follow one whose reputation stands so high as that of the late Judge Herbert, and the best wish that anybody can express is that time and experience may prove me worthy to occupy the seat which he has left vacant.

## RECENT SALES.

At the Stock and Share Auction Company's sale, held on the 21st inst., at their sale-rooms, Crown-court, Old Broad-street, E.C., the following were among the prices obtained:—Western and Brazilian Telegraph Company £20 shares, £7 10s.; Olath Silver Mine £10 8 per cent. Debenture Bond, £5; Dominion of Canada 5 per cent. Municipal Bond, 32 per cent., ex coupon; Cheque Bank £10 shares, £5 paid, 42s.; Guinea Coast Gold, 12s. 6d.; London and Yorkshire Bank £9 10s. shares, £2 10s. paid, £2 12s. 6d.; Phosphor Bronze £10 shares, £5 paid, £4 17s. 6d.; Hooper's Telegraph Works (in liquidation), 3s. 3d.; London Provincial Electric Lighting and Power Generating Company £5 shares, 22 10s. paid, 20s.; Imperial Union Accident Assurance £1 shares, 10s. paid, 5s. 6d.; Junior Army and Navy Stores, 12s.; J. B. Lambe & Co., 6s.; Railway and Metropolitan Omnibus £5 shares, £2 paid, 25s.; Great Polgoon United Tin Mines, 5s.; and other miscellaneous securities fetched fair prices.

An ingenious contrivance has been brought to our notice in the shape of an envelope shaped case for keeping title deeds and other documents in, prepared by Messrs. Shaw & Sons, covered in cloth, with strap and buckle, one end being open for the insertion of the title deeds, and with a flap to prevent dust getting in. Each case will allow of the insertion of six or more deeds. A parchment tab is attached to each case, on which the name of the property or client can be written. To solicitors these cases will be very convenient, and the price is low.

## BIRTHS, MARRIAGES, AND DEATHS.

## BIRTH.

THOMPSON.—Dec. 16, at 15, Glandower-place, S.W., the wife of G. Rodie Thompson, barrister-at-law, of a son.

## MARRIAGE.

WARD—GRAY.—Dec. 13, at Stratton, West Hartlepool, Theodore Henry Ward, solicitor, Middlebrough, to Lucy Harcourt, daughter of the late Robert Gray, of Stock-on-Tees.

## DEATHS.

JOHNSON.—Dec. 17, Edward Johnson, solicitor, of No. 5, Arundel-street, Strand, London, aged 51.

MOON.—Dec. 10, at the Inn of Court Hotel, William Moon, solicitor, aged 63.

## LONDON GAZETTES.

## Bankrupts.

FRIDAY, Dec. 15, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debt to the Registrar.

To Surrender in London.

Price, Charles William, St James st, Stock Broker. Pet Dec 7. Hazlitt. Jan 10 at 12  
Pritchard, Edward, Fenchurch st, Tailor. Pet Nov 16. Hazlitt. Jan 10 at 1  
Thurgood, William Lane, Brunswick sq, Solicitor. Pet Nov 24. Pepys. Jan 10 at 12.30

To Surrender in the Country.

Ferguson, George, Liverpool, Tea Merchants. Pet Dec 11. Cooper. Liverpool, Dec 28 at 12  
Pilkington, Edward Bristow, Middlesborough, Manager of the Old Coal Depots. Pet Dec 9. Crosby. Stockton-on-Tees, Dec 29 at 11  
Routledge, Richard, Bishopwearmouth, Durham, Solicitor. Pet Dec 9. Ellis. Sunderland, Dec 26 at 12  
Samuel, Joseph, Newcastle-upon-Tyne, Clothier. Pet Dec 11. Daggett. Newcastle, Dec 23 at 11

TUESDAY, Dec. 19, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proof of debt to the Registrar.

To Surrender in London.

Pryor, James, Westminster Bridge rd, Auctioneer. Pet Nov 16. Hazlitt. Jan 10 at 1  
To Surrender in the Country.  
Campbell, Charles Douglas, Leeds, Coal Merchant. Pet Dec 13. Marshall. Leeds, Jan 10 at 11  
Dale, George, Grosvenor ter, Clapham, Gent. Pet Dec 13. Willoughby. Wandsworth, Jan 12 at 11  
Farrar, Abraham, Todmorden, York, Cotton Manufacturer. Pet Dec 13. Hartley. Burnley, Jan 4 at 3.30  
Jellings, William, Peterborough, Northampton, Builder. Pet Dec 15. Gaches. Peterborough, Jan 5 at 11  
Pitcher, Bertram Harry, Hove, Sussex, Wine Merchant. Pet Dec 12. Jones. Brighton, Jan 3 at 11.30  
Shelley, John, High st, Upper Sydenham, Fancy Draper. Pet Dec 15. Pitt-Taylor. Greenwich, Jan 12 at 1  
Trask, William French, Lower Woodford, Wiltz, Farmer. Pet Dec 14. Wilson. Salisbury, Jan 5 at 12.30

## BANKRUPTCIES ANNULLED.

FRIDAY, Dec. 15, 1882.

Herbert, Ann, Seaton, Cumberland. Dec 11  
Roberts, Robert, Trithy, Hope, Flint, Farmer. Dec 6

TUESDAY, Dec. 19, 1882.

Brown, William Mark, Southgate rd, Islington, Gent. Dec 15  
May, William Jackson, Liskeard, Cornwall, Auctioneer. Dec 7  
Miners, Henry, Plympton, Devon, Mining Engineer. Dec 7  
Stokes, William John, Wine Office ct, Fleet st, Publisher. Dec 15

## Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Dec. 15, 1882.

Allison, William, Towlaw, Durham, Fruiterer. Dec 25 at 11 at offices of Proud, Market place, Bishop Auckland  
Allott, George Henry, Huddersfield, York, Hat Manufacturer. Dec 29 at 11 at offices of Draismaid, Ramadon, Huddersfield  
Austin, John Henry, Devonport, Devon, Grocer. Dec 25 at 12 at offices of Sole and Gill, St Aubyn st, Devonport  
Ashton, William, Oldcote, near Worksop, Nottingham, Farmer. Jan 1 at 12 at Old George Hotel, Market pl, Doncaster. Verity and Biddle, Doncaster  
Aspinall, Edwin, Hugh Calke's, Gilechrist, and John Ryman, Newtonton Butts, Iron Merchants. Jan 8 at 1 Guildhall Tavern, Gresham st, Walker and Co, Furnival's inn  
Auber, Henry Peter, North Petherton, Somerset, Solicitor, out of practice. Dec 28 at 12 at Royal Clarence Hotel, Bridgwater  
Banks, William, Willenhall, Stafford, Latch Manufacturer. Dec 29 at 11 at offices of Vaughan, Walsall st, Willenhall  
Barnsley, Joseph, jun, Rowley Regis, Stafford, Beerhouse Keeper. Dec 29 at 12 at Old House at Home Inn, Redhill Hill, Old Hill. Oldershaw, Rowley Regis  
Bentley, Edward, Derby, Stone Mason. Dec 29 at 3 at the offices of Greaves, Old Bank Chambers, Ironbridge, Derby  
Berry, Philip, Oldham, Lancaster, Wholesale Grocer. Dec 27 at 3 at Grosvenor Hotel, Deansgate, Manchester. Blackburne and Smyth  
Beckwith, Jesse, Hyde, Chester, Drysalter. Dec 27 at 3 at office of Cooke, Clarendon pl, Hyde  
Bickerton, Charles Edward, Southampton st, Strand, Shirt Collar Manufacturer. Dec 29 at 3 at office of Tower, Lower Thames st  
Bliss, Gideon, Coventry, Engineer. Dec 28 at 11 at office of Goate, Little Park st, Coventry  
Bradwell, Albert, Liverpool, Tallow Chandler. Dec 29 at 2.30 at office of Gee, North John st, Liverpool  
Brooke, George, Huddersfield, York, Builder. Dec 29 at 11 at office of Ainley, New st, Huddersfield  
Brown, Charles William, Sheffield, York, out of business. Dec 28 at 11 at office of Forrest, Bank st, Sheffield  
Bryant, William, Wellington, Northampton, Tailor. Dec 29 at 3 at office of Sharman and Jackson, Oxford st, Wellington  
Caledy, John, Pickering Marishes, York, Innkeeper. Dec 27 at 3 at office of Walker and Langhorne, Yorksgate, Malton  
Carroll, John, Liverpool, Tailor. Jan 3 at 2.30 at office of Langton and McConal, Lord st, Liverpool. Wiles, Liverpool  
Clark, George, Windsor, Berks, Tailor. Dec 27 at 3 at office of Duran, Guildhall chbrs, Basinghall st

Clark, West Matthew, Weston, Lincoln, Farmer. Jan 9 at 1st White Hart Hotel, Spalding, Bell, Louth  
Conkill, John, jun, Huddersfield, Woollen Manufacturer. Dec 28 at 11 at Law Society, Huddersfield. Laycock and Co, Huddersfield  
Dalton, John, Jarrow-on-Tyne, Durham, Draper. Dec 11 at 30 at office of Parsons, Newcastle st, Newcastle on Tyne  
Davies, Samuel, Port, Glamorgan, Boot Maker. Dec 28 at 11.30 at office of Morgan, Mill st, Pontypridd  
Dawson, George, Cartwright, York, Joiner. Dec 28 at 12 at office of Peters, New st, York  
Dey, Benjamin, Cropsey st, Wenlock st, Hoxton, Tea Dealer. Dec 30 at 12 at office of Holloway, Ball's Pond rd, Islington. Fenion, Kingsland green  
Docker, John, and Frederick Docker, Coventry, Builders. Dec 28 at 3 at office of Goss, Little Park st, Coventry  
Dodd, Phillip George, and Vincent Sheppard, Newcastle Wharf, Mile End, Timb Merchants. Jan 12 at 2 at office of Manns and Co, Old Jewry  
Downing, Thomas, High st, Poplar, Nautical Instrument Maker. Dec 22 at 3 at 28, High Holborn, Staniland, King st, Cheapside  
Drinkwater, Joseph, Northwich, Chester, Grocer. Dec 26 at 11 at office of Fletcher, Northwich  
Eishaw, Joseph, Batley, York, Ironmonger. Dec 26 at 11.30 at offices of Booth, Birtlow sq, Wakefield. Watts, Dewsby  
Elves, Charles Edward, Rose pl, Globe rd, Mile End, Builder. Dec 27 at 2 at 2 at the Guildhall Tavern, Gresham st, Hands, Queen Victoria st  
Footit, George William, and Edwin Albert Booth, Doncaster, Tea Dealers. Verity and Buddle, Doncaster  
Forbesome, Edward Francis Knottesford, Bishoptongate st Within, Financial Agent. Dec 29 at 3 at offices of Swinburne and Co, Laurence Pountney lane. Trinders and Romer, St Helen's pl, Bishoptongate st Within  
Gamage, Thomas, Blackburn, Lancaster, Furniture Dealer. Jan 2 at 3 at offices of Riley, Astley gate, King st, Blackburn  
Goodrich, George, Sheffield, York. Dec 27 at 3 at offices of Unwin, Queen st, Sheffield  
Hampson, William, Ilkeston, Derby, Baker. Dec 29 at 11 at offices of Stevenson, West cross, Nottingham  
Hiscock, Joseph, Bristol, Grocer. Dec 27 at 11 at offices of Collins, Broad st, Bristol  
Ward, Bristol  
Hook, John George, Hornsey rd, Holloway, Butcher. Dec 27 at 11 at offices of Howard, Southampton Buildings, Chancery lane  
Houghton, Uriah, Landport, Hants, Licensed Victualler. Dec 30 at 12 at office of Casey, St George's sq, Portsea, Walker and Waitescot, Landport  
Hudson, John, Billiter st, Japan Merchant. Jan 9 at 12 at City Terminus Hotel, Camo st, Benshaw, Suffolk lane  
Hughes, William, Llanfair Talhaiarn, Denbigh, Draper. Jan 3 at 11 at offices of Sisson and George, Clwyd st, Rhyl  
Hulme, Luke, Leek, Stafford, Stonemason. Dec 27 at 2 at Roebuck Hotel, Leek, Fern, Leek  
Jackson, Charles, Huntingdon, Boot Manufacturer. Dec 30 at 2 at office of Wallingford and Co, George st, Huntingdon  
Jackson, Edwin George, and James Dommett Jackson, Durham rd, Seven Sisters st, Coal Merchants. Jan 2 at 3 at office of Rumney, Walbrook  
Jackson, Thomas Dean, North C狼ington, Chester, Merchant. Jan 4 at 2 at 14, Cooks, Liverpool. Forshaw and Hawkins, Liverpool  
Jarvis, Ishmael, Low Spennymoor, Durham, Innkeeper. Dec 28 at 11 at office of May, Jun, Market pl, Bishop Auckland  
Jenkins, Hugh, Liverpool, Tolsoomist. Dec 29 at 3 at office of Banner and Co, Cooks, Liverpool  
Jones, Isaac, Basingstoke, Jan 2 at 1.30 at 209, High Holborn, Sharp, Christchurh Hotel, Oxford. Seal, Crediton  
King, Matthew, Liverpool rd, Bids, Islington, Cab Proprietor. Jan 4 at 3 at offices of Andrews and Mann, Ironmonger lane, Castle, Poultry  
Lansdale, Joseph, Willenhall, Stafford, Boot Manufacturer. Dec 26 at 11 at office of Clark, New rd, Willenhall  
Lansell, James, Fulham, Chelsea, Trunk Manufacturer. Dec 22 at 11 at office of Smith, Leaderhill st  
Lewis, Alfred Henry, Camden rd, Restaurant Keeper. Dec 27 at 1 at offices of Hopkins and Co, Cheapside  
Lloyd, Herbert, Pentre Ystrad, near Pontypridd, Glamorgan, Builder. Jan 4 at 12 at offices of Simons and Plevs, Church st, Merthyr Tydfil  
Lock, Francis John, Leicester, Shorthand Writer. Dec 28 at 3 at offices of Wright, Belvoir st, Leicester  
Maddocks, Frances, High st, Kensington, Mantle Maker. Jan 2 at 3 at offices of Loveling and Co, Gresham st, Books and Co, King st, Chancery  
Mallinder, Joseph, and Francis Mallinder, Sheffield, Ironfounders. Dec 28 at 11 at office of Ibbotson, Change Alley, Sheffield  
Mawson, James, Bishop Auckland, Durham, Saddler. Dec 29 at 11.30 at offices of Edgar, Silver st, Bishop Auckland  
McMillan, David, Hulme, Lancaster, Joiner. Dec 29 at 12 at offices of Diggles and Ogden, Booth st, Manchester  
Morrell, Henry, St Helens, Lancast, Builder. Jan 4 at 2 at offices of Openfield, Hardshaw st, St Helens  
Millard, Edward Nathaniel, and Arthur Alfred Morton, Leeds, Paint Manufacturers. Dec 28 at 2 at Law Institute, Albion pl, Leeds. Rider, Leeds  
Mills, George Thomas, Joseph Harry Mills, and Annice Maria Mills, Pendleton, Lancaster, Cotton Doublers. Jan 3 at 3 at Mitre Hotel, Catherine yard, Manchester  
Leigh, Manchester  
Morgan, William, Newport, Monmouth, Grocer. Dec 28 at 12 at office of Gibbs, and Co, Bridge st, Newport  
Morris, George, Nottingham, Lace Manufacturer. Dec 27 at 12 at office of Brittle, St Peter's chbrs, St Peter's gate, Nottingham  
Peter's chbrs, St Peter's gate, Nottingham  
Nadolli, William Norman, Wallgreen, Licensed Victualler. Jan 8 at 2 at office of Woodley, Guildhall chbrs, Basinghall st, Beard, Basinghall st  
Nicholas, Arthur, Chorlton on Medlock, Beerseller. Dec 30 at 10 at office of Gardner, Cooper st, Manchester  
Nickson, Mary Ann, and Richard Nickson, Cheadle, nr Grasstang, Lancaster, Bobbin Manufacturers. Dec 28 at 3 at Shelley's Arms, Fishergate, Preston. Hollist, Blackbarn  
Northam, James, Exeter, Portmanseian Manufacturer. Dec 30 at 11 at office of Campion, Bedford circus, Exeter  
Ormerod, James, Heaton Norris, Lancaster, Builder. Dec 29 at 3 at office of Gardner, Cooper st, Manchester  
Parry, Joseph, Rhyl, Flint, Grocer's Manager. Jan 4 at 12.30 at Queen's Head, Chester. Davies and Roberts, Rhyl  
Parry, Richard Tucker, Llandefaelog, Carmarthen, Farmer. Dec 27 at 11 at office of Griffiths, St Mary st, Carmarthen  
Parry, Robert, Liverpool, Tailor's assistant. Jan 5 at 3 at office of Langton and McConnell, Lord st, Liverpool. Laces and Co, Liverpool  
Pocock, Edward William, Brixton rd, Surgeon. Dec 28 at 2 at office of Greenfield and Co, Queen Victoria st  
Prati, Albert, Redbourn, Hereford, Butcher. Dec 23 at 2 at office of Miller and Co, George st, London  
Rawlinson, Henry, Tottenham, Builder. Jan 1 at 3 at office of Paterson and Co, Bouverie st, Fleet st  
Rhodes, Mary, and John Smith, Leeds, Grocers. Dec 28 at 2 at office of Pullan, Allen st, Leeds  
Rickette, John Joseph, Cheltenham, Fly Proprietor. Dec 27 at 11 at office of Harriss, Clarence st, Cheltenham. Abell, Cheltenham

Budd, William; Luton, out of business. Dec 28 at 12 at office of Abbot, Blackfriars road.  
 Salt, James, Stafford, Draper. Dec 29 at 2.30 at Waterloo Hotel, Piccadilly, Manchester.  
 Swisserhof, Gottlieb, Brashfield st, Bishopsgate st, Baker. Jan 2 at 3 at Miller's Hotel, Ironmonger Lane, Cheapside. Wild and Co, Ironmonger Lane.  
 Scott, George, Trindon Colliery, Durham, Grocer. Dec 28 at 11 at office of Chambers, Sadler st, Durham.  
 Small, John, Ramsgate, Fly Proprietor. Dec 29 at 10 at office of Parry, Harbour st, Ramsgate.  
 Smith, Joseph, Heanor, Derby, Miner. Dec 30 at 11 at office of Hopkins, Market street, Ilkeston.  
 Smartt, John Henry, and Thomas Ledger, Barnsley, Grocers. Dec 29 at 11 at office of Marshall and Gurnaworth, Back Regent's st, Barnsley.  
 Sneyd, John, Stoke upon Trent, Brick Manufacturer. Dec 29 at 1 at Queen's Hotel, Hanley, Bishop and Topham, Hanley.  
 Way, Thomas, Wimbleton, Surrey, Builder. Jan 1 at 2 at 200, High Holborn, Peacock and Goddard, South sq, Gray's Inn.  
 Wilding, Arthur, Wolverhampton, Grocer. Dec 29 at 3 at office of Willcock, North st, Wolverhampton.  
 Williams, David, Llanllechid, Carnarvon, Publican. Dec 28 at 1 at Station Hotel, Bangor. Hughes and Pritchard, Bangor.  
 Wood, Edmund, Highgate, Builder. Jan 2 at 3 at Ashley's Hotel, Henrietta st, Covent Garden. Lewin and Co, Southampton st, Strand.

TUESDAY, Dec 18, 1882.

Anell, Edward, Tunbridge Wells, Kent, Auctioneer. Dec 20 at 12 at office of Cripps, Mount Pleasant rd, Tunbridge Wells.  
 Appleford, Jacob, East Hagbourne, Berks. Dec 23 at 1 at Junction Hotel, Dideot, Morland, Abingdon.  
 Barlow, William Henry, Stourbridge, Worcester, Coal Merchant. Dec 29 at 11 at office of Corser and Walker, Market st, Stourbridge.  
 Barnett, George, Dudley, Worcester, Tailor. Jan 2 at 11 at Swan Hotel, Dudley. Gould and Elcock, Stourbridge.  
 Bass, William, and John Bass, Hinckley, Leicester, Farmers. Jan 4 at 2 at Newdigate Arms Hotel, Nunsthorpe. Gee and Parr, Leicester.  
 Bennett, Samuel, Leicester, Tailor. Jan 3 at 3 at office of Gee and Parr. Gallowtree gate, Leicester.  
 Bevan, Thomas, Barkby, Leicester, Innkeeper. Dec 30 at 2 at office of Oram and Co, New Walk, Leicester.  
 Brainbridge, James, Kingston upon Hull, Bookseller. Jan 3 at 3 at office of Park, Bishop lane, Kingston upon Hull.  
 Brasier, William Henry, Hastings, Sussex, Licensed Victualler. Jan 2 at 12 at Law Institution, Chancery Lane, Jones and Glinister, Hastings.  
 Brown, Frederick, Geraldine rd, Wandsworth, Schoolmaster. Jan 5 at 12 at office of Morris, Mitre cr, Temple.  
 Brown, Henry Abraham, Lower Thames st, Lighterman. Dec 29 at 2 at office of Winkworth, Coleman st.  
 Bryant, Edwin, Newport, Mon., Bootmaker. Dec 29 at 11 at office of Vaughan, Dock st, Newport.  
 Burgess, George, Newcastle upon Tyne, Draper. Dec 30 at 12 at office of Joel and Co, Newcastle st, Newcastle upon Tyne.  
 Chapman, William, Leicester, Currier. Jan 1 at 3 at office of Wright, Belvoir st, Leicester.  
 Charge, Leonard, Worcester, Grocer. Dec 29 at 11 at office of Williams, Worcester. Chirks, Pierpoint's st, Worcester.  
 Chase, Henry, and Henben Chatfield, Streatham Common, Builders. Dec 29 at 3.30 at office of Saunders and Co, Coleman st.  
 Cheseaman, William, Craig's ct, Charing cross, Solicitor. Jan 3 at 3 at Kennan's Hotel, Crown ct, Cheapside.  
 Clegg, William Thomas, Cardiff, Licensed Victualler. Jan 5 at 11 at Royal Hotel, St Mary st, Cardiff. Cousins, Cardiff.  
 Cocking, John, Birmingham, Fruit Salesman. Dec 29 at 3 at office of Jaques, Temple row, Birmingham.  
 Cook, Francis Henry Tucker, Congresbury, Somerset, Miller. Dec 29 at 3 at office of Taylor and Geyrich, Broad st, Bristol. Titley, Bath.  
 Cooper, Robert, Bournemouth, Painter. Jan 12 at 1 at office of Wade, Old Christchurch rd, Bournemouth.  
 Cowler, James, Braunton, Devon, Tailor. Jan 5 at 12 at office of Thorne, Castle street, Barnstaple.  
 Cryer, Charles, Boston Spa, York, Butcher. Dec 29 at 12 at Angel Hotel, Wetherby.  
 Easer, Leeds.  
 Davies, William, Blaenau, Festiniog, Merioneth, Tailor. Jan 3 at 2 at Junction Hotel, Llandudno Junction, Jones, Festiniog.  
 Ditchfield, Levi, Greenwich, Builder. Jan 3 at 2 at office of Hudson and Co, Queen Victoria st.  
 Eves, Charles Edward, Rose pl, Grove rd, Mile End, Builder. Dec 27 at 2 at Guildhall Tavern, Gresham st, Hands, Queen Victoria st.  
 Evans, William, jun, Milford Haven, Builder. Jan 3 at 12 at office of Broad and Co, Small st, Bristol. John, Haverfordwest.  
 Firmin, George Beaumont, Swanscombe, Kent, Clothier. Jan 8 at 12 at office of Clift, Cheapside.  
 Freeman, Samuel, Lincoln, Boot Maker. Jan 3 at 11 at office of Page, Flaxengate, Lincoln.  
 Fry, Aaron, St George, Gloucester, Market Gardener. Dec 28 at 2 at office of Cumberland, Clare st, Bristol.  
 Gray, Daniel, Kingston on Thames, Surrey, Timber Merchant. Jan 11 at 3 at office of Bradley, Mark lane.  
 Grimes, Henry, Gt Winchester st bldgs, Director of Public Companies. Jan 5 at 3 at office of Spain and Co, Coleman st, Brook and Chapman, Wool Exchange, Coleman st.  
 Hargreaves, Gilbert, Hindley, Lancaster, Shopkeeper. Dec 30 at 11 at offices of Bryan, Hindley.  
 Harrison, John, Bradford, York, Wool Warehouseman. Jan 2 at 3 at Law Institution, Cheapside, Bradford. Spencer and Clarkson.  
 Harrison, Richard Frederick, Bradford, York, Stiff Merchant. Dec 29 at 11 at offices of Singleton, New Booth st, Bradford.  
 Harrison, Robert, Darlington, Durham, Fish and Game Dealer. Dec 29 at 11 at offices of Barron, High row, Darlington.  
 Haskins, James, Southport, Lancaster, Butcher. Jan 3 at 3 at offices of Threlfall, London st, Southport.  
 Hayes, William Frederick, Kingswinford, Stafford, Coal Merchant. Dec 26 at 11.30 at office of Addison, High st, Brierley hill.  
 Henson, Elizabeth Ann, Burnley, Grocer. Jan 5 at 2 at offices of Creek and Sandy, Caversham st, Burnley.  
 Hill, Thomas, Liverpool, Lancaster, Watchmaker. Jan 2 at 3 at offices of Gibson and Holland, South John st, Liverpool. Banks, Liverpool.  
 Higgs, Thomas Woolliscroft, Chetham, near Manchester, Artificial Flower Manufacturer. Dec 30 at 10 at office of Fox, Prince st, Manchester.  
 Hines, Thomas, Moulton, near Acre, Norfolk, General Shop Keeper. Jan 1 at 12.30 at office of Dowsett, Hall Quay chubra, Great Yarmouth.  
 Horrocks, Luther, and Joseph Kemp, Gathurst, near Dowsbury, York, Potato Merchants. Jan 1 at 3 at offices of Lodge, Townshill chubra, King st, Wakefield.  
 Hughes, William, Liscard, Chester, Butcher. Jan 3 at 2.30 at office of Brabner and Cook, Cook st, Liverpool.  
 Hussey, William Henry James, Elizabeth terr, Haverstock hill, Bootmaker. Jan 10 at 12 at office of Liggin, Berners st, Oxford st.  
 Hunt, Andrew William, Dulwich Common, Surrey, Schoolmaster. Dec 29 at 12 at Goldhill tavern, Gresham st, Philip, Basildon st.

Jarvis, Charles Wallace, Chatham, Kent, Coachbuilder. Jan 15 at 2 at King's Head Hotel, High st, Rochester. Knight, Quality &c, Chichester Lane.  
 Jones, David, Harlech, Merioneth, Grocer. Jan 3 at 12 at Junction Hotel, Llandudno Junction, Jones, Festiniog.  
 Jones, Walter Morell, Tredegar, Monmouth, Grocer. Jan 2 at 2 at office of Price, Morgan st, Tredegar.  
 Jupp, Thomas, Brighton, Sussex, Tailor. Jan 2 at 12 at office of Pollard, Prince Albert st, Brighton.  
 Keme, George, Falmouth, Cornwall Hotel Keeper. Jan 3 at 12 at Globe Hotel, Falmouth. Rogers, Helston.  
 Kidson, Henry, Finsbury pavement, Licensed Victualler. Jan 3 at 3 at office of Swain, Old Jewry.  
 Lomax, Henry, Old Broad st, Stock and Share Broker. Jan 4 at 2 at office of Banning, Lombard st, Twynham, Bucksbury.  
 Lamworth, James, William, Birmingham, Baker. Jan 4 at 12.30 at office of Owen, Great Western arcade, Birmingham.  
 Letts, John Dickens, Northampton, Butcher. Dec 30 at 10.30 at office of Andrew, Market st, Northampton.  
 Lincock, Charles John, Norwich, Shoemaker. Dec 29 at 12 at office of Brock, Briggs st, Norwich.  
 Marion, Andrew, Acaster Malbis, York, Confectioner. Jan 2 at 1 at office of Wilkinson, St Helen's sq, York.  
 Milton, George, Exeter, Nurseryman. Jan 2 at 11 at office of Reed, High st, Exeter. Peterick, Exeter.  
 Morgan, David, Newport, Monmouth, Grocer. Jan 4 at 12 at office of Gibbs and Co, Bridge st, Newport.  
 Nobbs, Henry, Wroxall, Isle of Wight, Carpenter. Jan 3 at 1 at Warburton's Hotel, Quay st, Newport. Urry and Marsh, Ventnor.  
 O'Shea, Joseph Edmund, Worcester, Licensed Victualler. Dec 29 at 11 at office of Tree, High st, Worcester.  
 Pain, Frederick Richard, Bramgate, Ship Builder. Dec 29 at 2 at London Tavern, Gracechurch st, Cowl, Gt Yarmouth.  
 Parkes, Charles Holman, St Columb Major, Cornwall, Surgeon. Jan 4 at 2 at office of Nicholls, St Columb.  
 Porter, Thomas, and John Portier, Burnley, Lancashire, out of business. Dec 29 at 11 at Woolstack Hotel, Strangeways, Manchester. Sutcliffe, Burnley.  
 Roalington, William, Leeds, Cloth Manufacturer. Dec 29 at 2.30 at office of Middleton, Calverley chubra, Leeds.  
 Rosenthal, Louis, Manchester, Cabinet Maker. Dec 29 at 3 at offices of Northgraves, Queen's chambers, Princess st, Manchester.  
 Shortland, John, Tipton, Stafford, Builder. Dec 29 at 3 at offices of Stokes and Hooper, Priory st, Dudley, Worcester.  
 Smith, Thomas, Manchester, Provision Dealer. Dec 27 at 11 at offices of Edmondson, John Dalton st, Manchester.  
 Steggall, William, the younger, Colton, Suffolk, Grocer. Jan 10 at 12 at the Fox Hotel, Stowmarket. Gudgeon.  
 Stevens, Charles Palmer, Biggleswade, Bedford, Surgeon. Jan 8 at 3 at the Swan Hotel, Biggleswade. Hooper and Co, Biggleswade.  
 Stockton, John, Williamson, nr Nantwich, Chester, Stone Mason. Jan 5 at 2.30 at offices of Warburton, Nantwich, rd, Crewe.  
 Stonier, Thomas, Chedie, Stafford, Innkeeper. Dec 28 at 11 at the Copeland Arms Hotel, Glebe st, Stoke-upon-Trent.  
 Sutcliffe, James, Manchester, Underclothing Manufacturer. Jan 5 at 11 at offices of Gardner, Cooper st, Manchester.  
 Taylor, Richard, Lancaster, Grocer. Jan 2 at 2 at the Law Society's Sale Room, Castle hill House, Lancaster. Johnson and Tilly, Lancaster.  
 Taylor, William, Bowley Regis, Stafford, Builder. Dec 29 at 11 at offices of Stokes and Hooper, Priory st, Dudley.  
 Thirkill, Henry, Bradford, York, Joiner. Dec 29 at 11 at offices of Dawson and Co, Pleasley, Bradford.  
 Thorn, Edwin, Weston-super-Mare, Somerset, Commission Agent. Dec 29 at 2 at office of Brown, Corn st, Bristol.  
 Toy, George Bentley, Handsworth, Stafford, Chemist. Dec 29 at 3 at office of Parry, Colmore row, Birmingham.  
 Wallis, William, Bristol, Grocer. Dec 30 at 11 at office of Hubert and Co, Bristol bridge, Bristol.  
 Williamson, Edward, Scarborough, Solicitor. Dec 27 at 10 at Dyson's Scawin's Railway Hotel, York. Greenwood and Greenwood, Scarborough.

The Subscription to the SOLICITORS' JOURNAL is—Town, 26s.; Country, 28s.; with the WEEKLY REPORTER, 52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d.; half law calf, 5s. 6d.

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

## CONTENTS.

CURRENT TOPICS .....	111	Charlton v. Charlton .....	118
CONVEYANCES ON TRUST FOR SALE .....	112	In re C. M. Riboldi .....	119
UNDER THE SETTLED LAND ACT .....	113	Freer v. Freer .....	119
MERGER OF SECURITIES .....	113	Winyard v. Tongood .....	119
THE JUDICIAL STATISTICS .....	114	Reg. v. Bradlaugh .....	119
CORRESPONDENCE .....	115	SOLICITORS' CASES .....	119
CASES OF THE WEEK—		COUNTY COURTS .....	119
Ex parte Dyke .....	116	OBITUARY .....	120
In re Terrell .....	116	THE REMOVAL OF THE GUILDFORD SITTINGS TO THE ROYAL COURTS .....	120
Guinness v. The Land Corporation of Ireland (Limited) .....	117	SOCIETIES .....	120
The Imperial Hydropathic Hotel Company v. Hampson .....	117	LAW STUDENTS' JOURNAL .....	120
Morecroft v. James .....	117	LEGAL APPOINTMENTS .....	120
In re The Imperial Hydropathic Hotel Company .....	118	COMPANIES .....	120
Ancottill v. Baylis .....	118	CREDITORS' CLAIMS .....	120
Millen v. Branch .....	118	LEGAL NEWS .....	120
		London Gazettes, &c. &c. ....	120

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Tuesday, Jan. 9 Tuesday, May 1 Tuesday, July 24  
Tuesday, Jan. 23 Tuesday, May 8 Tuesday, July 31  
Tuesday, Feb. 20 Tuesday, May 22 Tuesday, Aug. 7  
Tuesday, Feb. 27 Tuesday, May 29 Tuesday, Aug. 14  
Tuesday, Mar. 6 Tuesday, June 5 Tuesday, Aug. 21  
Tuesday, Mar. 13 Tuesday, June 12 Tuesday, Aug. 28  
Tuesday, Mar. 20 Tuesday, June 19 Tuesday, Oct. 2  
Tuesday, April 3 Tuesday, June 26 Tuesday, Oct. 16  
Tuesday, April 10 Tuesday, July 10 Tuesday, Nov. 20  
Tuesday, April 17 Tuesday, July 17 Tuesday, Dec. 11

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Prospects, copies of the Accounts, and other information can be had on application.

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Existing Assurances exceed .. .. ..	£6,600,000
Invested Funds .. .. ..	2,207,986
Annual Income .. .. ..	290,077
Claims Paid exceed .. .. ..	6,600,000
Bonuses Declared .. .. ..	2,342,000

During the past year (1881) each main item has shown improvement upon the preceding year.

New Premiums .. .. ..	1860. £18,945	1861. £19,908
Income .. .. ..	279,552	290,077
Invested Funds .. .. ..	2,124,711	2,207,986

CHARLES STEVENS, Secretary.

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Life Funds in Special Trust for Life Policy-holders exceed .. .. ..	733,000
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FRANK McGEDY, Actuary and Secretary.

**LAW LIFE ASSURANCE SOCIETY,** FLEET STREET, LONDON.

ESTABLISHED 1823.

Assets on 31st December, 1881 .. .. ..	£5,421,56
Income for the year 1881 .. .. ..	469,30
Claims paid to 31st December, 1881 .. .. ..	13,040,50
Bonuses hitherto allotted .. .. ..	6,198,00

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Polices effected this year will participate in the Bonus on the 31st December, 1884.

Prospectus and Forms of Proposal sent on application to the ACTUARY.

**NORTHERN ASSURANCE COMPANY.** Established 1836.

**FIRE AND LIFE. AT HOME AND ABROAD.** Head Offices:—LONDON AND ABERDEEN.

Fire Premiums .. .. ..	£261,000
Life Premiums .. .. ..	181,000
Interest .. .. ..	120,000

Accumulated Funds .. .. .. £2,705,000

**OXON and BERKS BANK, OXFORD.** ESTABLISHED 1854.

Makes CASH ADVANCES to Barristers, Solicitors, Clergymen, Medical Men, residing in any part of England and Wales. No banking account need be opened.

ESTABLISHED 1851.

**BIRKBECK BANK.** Southampton-buildings, Chancery-lane.

Current Accounts opened according to the usual practice of other Bankers, and Interest allowed on the minimum monthly balance when not drawn below £25. No commission charged for keeping Accounts. The Bank also receives money on Deposit at Three per Cent. Interest, repayable on demand. The Bank undertakes for its Customers, free of charge, the custody of Deeds, Writings and other Securities and Valuables; the collection of Bills of Exchange, Dividends, and Coupons; and the purchase and sale of Stocks and Shares. Letters of Credit and Circular Notes issued.

A Pamphlet, with full particulars, on application.

FRANCIS RAVENSCROFT, Manager.  
31st March, 1880.

**HÔTEL MÉTROPOLE,** NORTHUMBERLAND AVENUE, TRAFALGAR SQUARE, LONDON.

The Hôtel Métropole, which is now in course of construction, will be one of the largest in Europe, and will contain all that modern improvements can provide for the comfort and convenience of Guests. The general arrangements of the building, decorations, and furniture will be under the immediate supervision of M. FREDERIC GORDON, who is the Chairman of the Company.

The Offices of the Hôtel Métropole are at 13 Warwick-court, Gray's-inn, W.C.